

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'L BODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 26th day of November in the year of our Lord, one thousand nine hundred and One, between D. K. Lawrence

of Douglas and State of Kansas, of the first part, and Peter Elberhart of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of One hundred and fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

West half of north half, south east quarter (1/4) sec. no. twenty three (23) Township No. Twelve (12) Range No. Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said D. K. Lawrence do hereby covenant and agree that at the delivery hereof he being the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty dollars according to the terms of One certain promissory note this day executed and delivered by the said D. K. Lawrence to the said part of the second part payable five years after date at eight per cent interest interest payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said D. K. Lawrence heirs and assigns

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above written. Signed, Sealed and Delivered in Presence of D. K. Lawrence (SEAL)

STATE OF KANSAS, County of Douglas - COUNTY ss.

BE IT REMEMBERED, That on this 26 day of November A. D. 1901, before me a Justice of the Peace D. K. Lawrence

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written

My Commission Expires 1 Justice of the Peace - Thomas J. Custard - Notary Public

Filed for Record the 16 day of May A. D. 1902, at 11:20 o'clock A. M. G. H. Sorrenson Register of Deeds

Vertical handwritten notes on the left margin: 'The following is endorsed on the original instrument... Recorded Oct 19 1908... Register of Deeds'

Vertical handwritten notes on the right margin: 'The following is endorsed on the original instrument... Recorded - Nov 2 1902'