

# MORTGAGE RECORD NO. 60

This Indenture, Made this twenty eight day of June in the year of our Lord Nineteen Hundred Twenty Three, between A. L. Thompson of Douglas and State of Kansas, of the first part, and The Security State Bank of Independence Kansas of the second part: WITNESSETH That the said part 1 of the first part, in consideration of the sum of Four Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do he grant, bargain, sell and mortgage to the said part 2 of the second part then 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:

All of Lots One hundred two (102) and One hundred Four (104) Jersey Street, Ballwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said A. L. Thompson do he hereby covenant and agree that at the delivery hereof that he is the lawful owner of the premises, above granted, and seized of a good and indefensible 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 Four Thousand Dollars according to the terms of one certain note this day executed and delivered by the said A. L. Thompson to the said part 2 of the second part

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 2 of the second part then 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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 1 making such sale, on demand, to said A. L. Thompson heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has his hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

A. L. Thompson (SEAL)  
Hazel M. Thompson (SEAL)

STATE OF Kansas } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 28<sup>th</sup> day of June A. D. 1923, before me, the undersigned a Notary Public in and for said County and State, came A. L. Thompson and Hazel M. Thompson his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.  
My Commission Expires July 22 1925 J. B. Ross Notary Public.  
Filed for Record the July 20<sup>th</sup> day of June A. D. 1923, at 12<sup>00</sup> o'clock M.  
John E. Williams Register of Deeds  
Williams Deputy.

For Release See Book 65 Page 196