212 MORTGAGE RECORD NO. 63 DODEWORTH STATIONERY CO KANSAS CITY NO SOLIO This Judenture, Made this 6th day of July in the year of our Lord minister hundred therenty there, between Robert G. M. Manness and Mundia M. Manness nie wife of Sawerne in the County of Suglas and State of Kansa, of the first part, and of the second part; nortgage is hereby D. 10 WITNESSETH That the said part LLL of the first part, in consideration of the sum of DOLLARS Alundred. to there duly paid, the receipt of which is hereby acknowledged, ha are sold, and by these presents do grant, bargain, sell and mortgage to the said part 100 of the second part theirs 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:... Let no fifty-suine (59) Waware Street, bity Jawrence, also beginning 119 feel East of the South West Corner of For 59 Delayare Street, thence Marth 50 feet thence west & feet thence fouth so feet thence E get 81 feet to reginning in get 1 Section Thirty, cure, which I welve, Range Twenty, East of the Sixth E with all the appurtenances, and all the estate, title and interest of the said partiles of the first part therein. And the said SIMPLE Inter 1 parties of the first part ų, do _____ hereby covenant and agree that at the delivery hereof there are 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 Lycc pt. a. Mortgage of "Hac "to Watkins National Bank This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred according to the terms of a certain note this day executed and delivered by the said partices of the first part to the said part y 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 payments 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 partif of the second part, their 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 4 making such sale, on demand, to said parties of the first part heirs and assigns. IN WITNESS WHEREOF, The said part ice of the first part have hereunto set their hand sale the day and year first above written. Robert a. M. Manness (SEAL) Mindia M. Manness (SEAL) Signed, Sealed and Delivered in the presence of (SEAL) STATE OF Kansas $\left. \right|_{ss.}$ Douglas County 2 5 me manness his wife to me personally known to be the same person 4, 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 <u>April 10 th</u> 1927. <u>A. F. Flinn</u>. Notary Public. Filed for Record the <u>21</u> th day of <u>October</u> A. D. 1923, at <u>3</u> o'clock P. M. *Oper E. Wellman*. Register of Deeds. Denuty.Deputy.

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