

MORTGAGE RECORD NO. 63

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 26th day of October in the year of our Lord Nineteen Hundred & Twenty Three, between Henry Washington single, Albert Washington & Laveta Washington, his wife of the Township of Douglas in the County of Douglas and State of Kansas, of the first part, and E. J. Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Thirteen Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part her 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 their undivided interest, share & part in the following tracts of land described as follows: The South One Hundred and three (103) acres of the Southwest quarter (1/4) of Section Eighteen (18) Township Fourteen (14), Range Nineteen (19), Also the West half (1/2) of the West half (1/2) of the Southeast quarter (1/4) of said section 18, Township 13, Range 19.

And also the west 64.69 acres of the following tract. Beginning at the Northeast corner of Section Twenty-four (24) Township Thirteen (13), Range Eighteen (18) thence West 3818 feet, thence south 1209 feet thence east 381.8 feet, thence north 1200 feet to place of beginning, all in said County and State.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Thirteen Hundred & fifty Dollars according to the terms of Three certain Notes this day executed

and delivered by the said Parties of the first part to the said part of the second part as follows: \$350 payable two months after date, \$500 payable on one year and \$500 payable in two years after date with interest at 7% from date 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 part of the second part, her 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 making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Matt

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED, That on this 26th day of October A. D. 1923, before me, L. S. Jennie Matt, a Notary Public in and for said County and State, came Henry Washington single, Albert Washington & Laveta Washington, 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 30th Mch. 1924

Filed for Record the 3rd day of Nov

Jennie Matt Notary Public.

A. D. 1923, at 3¹⁵ o'clock P M.

J. E. Wellman Register of Deeds. <
Deputy.

FORM 2

1923

Recorded April 20

The Return was acknowledged before me on this day of 1923

The following is entered on the original instrument. The not herein described having been and it full, this mortgage is hereby released and the notary hereby certified each recd.