

MORTGAGE RECORD NO. 63

RAWL DODSWORTH STATIONERY CO KANSAS CITY MO 64101

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is barged.

A witness my hand this 16th day of Feb A.D. 1925at Lawrence, Mo.

FORM 2

1925

Recorded April 20

Recorded Feb. 16 1925

Law E. Wellman

Register of Deeds

This Indenture, Made this fifth day of October in the year of our Lord nineteen hundred & twenty three, between Floyd E. Potter + Carrie B. Potter, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seventeen Hundred Fifty (\$1750.00) 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 party of the second part its 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: Lot Number two Hundred Eighteen (218) on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Floyd E. Potter does hereby covenant and agree that at the delivery hereof he is 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 Seventeen Hundred Fifty Dollars according to the terms of two certain notes this day executed and delivered by the said Floyd E. Potter + Carrie B. Potter to the said party of the second part one for \$500 due in six months and one for \$1250 due on one year both draw int. at 7%

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 party of the second part, its 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 surplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Floyd E. Potter (SEAL)
Carrie B. Potter (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 5 day of November A. D. 1923, before me, L. B. Holmes Notary Public in and for said County and State, came Floyd E. Potter and Carrie B. Potter his wife to me personally known to be the same persons 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 April 20 1925 L. B. Holmes Notary Public.

Filed for Record the 5 day of November A. D. 1923, at 5 o'clock P. M.

Law E. Wellman Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid, this mortgage is hereby released and the lien thereby created is barged.

Recorded Dec. 16 1923
Law E. Wellman