

## MORTGAGE RECORD NO. 63

SAMUEL DODSWORTH STATIONERY CO KANSAS CITY MO 64102

The following is enforced on the original instrument:

The note herein described having been paid, full and complete mortgage is hereby

released and the above hereby certified and charged

A witness my hand was \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1923

By: \_\_\_\_\_

Attest:

Recorded Nov 11 1923  
Geo. W. Kuhn  
Register of Deeds

This Indenture, Made this 5th day of November in the year of our Lord nineteen hundred and twenty three, between Ella Hardtarger and Charles Hardtarger, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three Thousand DOLLARS, to \_\_\_\_\_ 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 y of the second part its successors 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:

The fourth East Quarter of Section 9, Township fifteen (15) Range Eighteen (18) Douglas County, Kansas.

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

first parties do hereby covenant and agree that at the delivery hereof they 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \_\_\_\_\_

Three Thousand Dollars according to the terms of one certain Note this day executed \_\_\_\_\_ and delivered by the said first parties to the said part y of the second part The Lawrence National Bank

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 y of the second part its successors, 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 y making such sale, on demand, to said \_\_\_\_\_

first parties heirs and assigns. IN WITNESS WHEREOF, The said part its of the first part have hereunto set their hand and seal \_\_\_\_\_ the day and year first above written.

Signed, Sealed and Delivered in the presence of

Ella Hardtarger (SEAL)  
Charles Hardtarger (SEAL)  
(SEAL)

STATE OF Kansas ss.  
Douglas County

BE IT REMEMBERED, That on this 5 day of Nov. A. D. 1923, before me, \_\_\_\_\_ a Notary Public in and for said County and State, came L. S. Ella Hardtarger and Charles Hardtarger, her husband 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 Jan. 25 1926 Geo. W. Kuhn Notary Public.

Filed for Record the 9 day of Nov. A. D. 1923, at 8 o'clock A. M.  
Geo. W. Kuhn Register of Deeds.  
Deputy.