

MORTGAGE RECORD NO. 63

TAHL DODSWORTH STATIONERY CO KANSAS CITY NO 5010

This Indenture, Made this Eighth day of October, in the year of our Lord nineteen hundred and twenty three, between Carleton V. Kent and Cecilia Kent, Husband and Wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Henry E. Riggel of Ann Arbor, in the County of Washtenaw, State of Michigan, of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of

Seven Thousand (\$7000.00)

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 his 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: Beginning on the north line of the Northeast Quarter of Section six (6) Township Thirteen (13) Range Twenty (20) Sixty (60) rods East of the West line of said Quarter Section, run thence South on a line parallel with the West line Forty-two (42) rods, thence run East on a line parallel with the North line Twenty (20) rods, thence run North on a line parallel with the East line Forty-two (42) rods to the North line then run West along the North line Twenty (20) rods to the place of beginning said tract containing five and one fourth (5 1/4) acres also commanding at a point eighty (80) rods due East of the Northwest corner of the Northeast Quarter of Section six (6) Township Thirteen (13) Range Twenty (20) Sixty (60) rods South Forty-two (42) rods then East Two (2) rods, thence North Forty-two (42) rods, thence West Two (2) rods to the place of beginning; all in Douglas County, Kansas. It is hereby agreed that sale of any part of the land herein described may be made, subject to the disposal of the party of the second part. Land so sold shall be released from the lien of this mortgage on payment of two-thirds the purchase price of said tract, to be applied on the principal of its note hereby given, and on payment of interest thereon.

Carleton V. Kent and Cecilia L. Kent

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 that they will keep the building on said property insured for income approved insurance company payable cash value to the mortgagee or assignee under the policy. This Grant is intended as a Mortgage to secure the payment of the sum of

Seven Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said Carleton V. Kent and Cecilia L. Kent to the said party of the second part said note bearing six per cent (6%) interest payable semi annually March 1st, September 1st at the Lawrence National Bank, Lawrence, Kansas

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, his 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 party of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Carleton V. Kent (SEAL)

Cecilia L. Kent (SEAL)

(SEAL)

STATE OF Kansas } ss.
Douglas County }

BE IT REMEMBERED, That on this 11 day of November, A. D. 1923, before me,

Carleton V. Kent and Cecilia L. Kent, husband and 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 Dec. 31, 1924 1924 Le M. Minter Notary Public.

Filed for Record the 1 day of November, A. D. 1923, at 3:30 o'clock P. M.

Ed. G. Hellman Register of Deeds.

Deputy.

FORM 2
April 25, 1925

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is now released and is thereby canceled, dated the day of July, A.D. 1923
As witness my hand this 20th day of July, A.D. 1923
Attest Carleton V. Kent and Cecilia L. Kent
Signed Carleton V. Kent 1923

Received Copyie 30 - 1923
Eric E. Combs