

MORTGAGE RECORD NO. 63

EAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

The following is endorsed on the original instrument:

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

As witness my hand this 3rd day of January 1923

Attest: Jennie Watt

Jennie Watt, Clerk of the County of Douglas, State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of said County.

This Indenture, Made this Sixth day of September in the year of our Lord and of the Independence of the United States the thirteen hundred and twenty-two between A. H. Hammer and Mary M. Hammer, his wife of the Township of Douglas in the County of Marion and State of Kansas, of the first part, and Hugh Blair of the second part:

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

Two Hundred and twenty-five

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 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: Four acres of land described as follows: A Tract of land 28 1/2 rods North and South by 22 3/4 rods East and West out of the South-East corner of the South half (1/2) of the South-West Quarter (1/4) of Section number Ten (10) Township number Fourteen (14) Range number Eighteen (18) East of the 6th P. M.

The Mortgagor agrees to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company approved of by this Mortgagor with mortgage clause attached, making loss payable to said mortgagor, assigns, as interest may appear, and failing to do so holder of mortgage may have same insured at the cost of said mortgagor 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 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

Two Hundred and Twenty Five Dollars

according to the terms of one certain note this day executed and delivered by said Parties of the first part to the said part of of the second part payable two years after date with interest thereon according to the terms of said note

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 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 part of 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 Watt

J. F. Granger (SEAL)
Mary M. Hammer (SEAL)
_____ (SEAL)

STATE OF KansasDouglas County ss.BE IT REMEMBERED, That on this 7th day of Sept. A. D. 1922, before me,

L. S. _____ a Notary Public in and for said County and State, came A. H. Hammer and Mary M. Hammer 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 March 1924 Jennie Watt Notary Public.

Filed for Record the 10th day of November A. D. 1922, at 8:55 o'clock A. M.

Lea C. Wellman Register of Deeds.
_____ Deputy.

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A. D. 1922, before me,
 County and State, came
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 seal on the day and year

Notary Public.
8:55 o'clock A. M.
_____ Register of Deeds.
_____ Deputy.