

## MORTGAGE RECORD NO. 63

SAUL DOBBS WORTH STATIONERY CO. KANSAS CITY, MO. 64108

in the year of our Lord  
 1923, in the County of  
 Douglas, State of  
 Kansas, of the second part:  
 tion of the sum of  
 DOLLARS,  
 do grant, bargain,  
 that tract or parcel of land  
 in three  
 an addition

and the said  
 from his wife  
 premises, above granted,  
 however

ment of the sum of  
 and  
 of the second part  
 of 7% per

such payments or any part  
 become absolute, and the  
 in manner prescribed by law;  
 with the cost and charges  
 and, to said  
 heirs and assigns.  
 hand and seal

ham (SEAL)  
 igham (SEAL)  
 (SEAL)

A. D. 1923, before me,  
 County and State, came  
 his wife  
 personally known to be  
 of the same.

I seal on the day and year

Notary Public.  
 1:00 o'clock P. M.  
 Register of Deeds.  
 Deputy.

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 discharged.

Witness my hand this 18th day of March, A. D. 1923.  
 Notary Public for Douglas County, Kansas.  
 C. H. Tucker, Clerk.

Recorded March 18, 1923  
 Seal of Notary Public  
 Register of Deeds

This Indenture, Made this first day of December in the year of our Lord  
 nineteen hundred and twenty three, between Napoleon Basye and Clara  
Basye, husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Watkins National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Three Thousand 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 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 south one half of Lot Twenty-eight  
(98) and The North One-half of Lot One Hundred  
(100) on Massachusetts Street, 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  
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  
Three Thousand Dollars  
 according to the terms of a certain note this day executed  
 and delivered by the said parties of the first part to the said party of the second part.

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 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 party 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 seal  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

Napoleon Basye (SEAL)  
Clara Basye (SEAL)  
C. H. Tucker (SEAL)

STATE OF Kansas }  
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1923, before me,  
A. F. Flynn a Notary Public in and for said County and State, came  
L. S. Napoleon Basye and Clara Basye  
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 April 10 1927. A. F. Flynn Notary Public.  
 Filed for Record the 1st day of Dec. A. D. 1923, at 3:00 o'clock P. M.  
Lea E. Wellman Register of Deeds.  
 Deputy.