

MORTGAGE RECORD NO. 63

SAML. DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64108

in the year of our Lord
and Ours
in the County of
of the second part:
tion of the sum of
DOLLARS,
do grant, bargain,
at tract or parcel of land
Hundred
and the said
premises, above granted,
of the sum of
of the second part
payments or any part
become absolute, and the
executors,
manner prescribed by law;
with the cost and charges
to said
heirs and assigns.
hand and seal
(SEAL)
(SEAL)
(SEAL)
A. D. 1923, before me,
County and State, came
husband
e personally known to be
of the same.
seal on the day and year
Notary Public.
o'clock P. M.
Register of Deeds.
Deputy.

The following is ordered on the original instrument.

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

As witness my hand this 13 day of November A. D. 1923

James State & Savings Bank

J. C. Stevenson, V.P.

Attest:

Notary Public

Recorded Nov. 19, 1923

John E. Wellman

Register of Deeds

This Indenture, Made this 10th day of November in the year of our Lord nineteen hundred and twenty three, between J. F. Davis and Anna P. Davis husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Farmers State Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eleven Hundred and no/100 (\$1100.00) 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 successors 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 Forty-Four (34) on Rhode Island Street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. F. Davis and Anna P. Davis, husband and wife 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 Eleven Hundred and no/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. F. Davis and Anna P. Davis, husband and wife to the said party of the second part and to which are attached six coupon interest notes due semi-annually on the 10th days of May and November in each year 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said J. F. Davis and Anna P. Davis, husband and wife, their 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

J. F. Davis (SEAL)
Anna P. Davis (SEAL)
(SEAL)

STATE OF Kansas }
Douglas County } ss.
BE IT REMEMBERED, That on this 10th day of November A. D. 1923, before me, L. S. J. C. Stevenson a Notary Public in and for said County and State, came J. F. Davis and Anna P. Davis 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 Oct. 18 1924 J. C. Stevenson Notary Public.

Filed for Record the 13th day of Dec. A. D. 1923, at 4:20 o'clock P. M. John E. Wellman Register of Deeds. Deputy.