

MORTGAGE RECORD NO. 63

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

FORM 2

The following is endorsed on the original instrument.

Recorded 16th Feb. 1922

Eli. S. (County) Register of Deeds

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.

As witness my hand this 12th Dec 1922 day of Dec. A.D. 1922

Attest: [Signature]

This Indenture, Made this 10th day of November in the year of our Lord nineteen hundred and twenty-two Between Samuel H. Clarke and Sybella M. Clarke, his 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 Thirteen Hundred 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 of the second part 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:

The west sixty acres of the north half of the northwest quarter of Section thirty six (36) Township thirteen (13) Range nineteen (19)

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 except a mortgage of 3000.00

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred 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 part 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 part 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 part of making such sale, on demand, to said parties of the first part 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

Samuel H. Clarke (SEAL)
Sybella M. Clarke (SEAL)

STATE OF Kansas } ss.

Douglas County

BE IT REMEMBERED, That on this 9th day of December A. D. 1922, before me, A. F. Flinn, a Notary Public in and for said County and State, came Samuel H. Clarke and Sybella M. Clarke 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 April 10 1927 A. F. Flinn Notary Public.

Filed for Record the 29th day of December A. D. 1922, at 3³⁰ o'clock P. M.

Joe E. Wellman Register of Deeds.
Joe Wellman Deputy.

The following is endorsed on the original instrument.

Sept. 21st 1926