

MORTGAGE RECORD NO. 63

EAML DODSWORTH STATIONERY CO KANSAS CITY MO 64102

FORM 2

The following is endorsed on the original instrument.

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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 29 day of May A. D. 1924

Attest:

C. F. Richards

This Indenture, Made this 31st day of December in the year of our Lord nineteen hundred and twenty three between S. D. Harris and Laura Harris, his wife of Eudora Douglas and State of Kansas, of the first part, and L. M. Lindley of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Ninety-two and 46/100 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 y of the second part her 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 seventeen (17) in Block Ninety-eight (98) in the City of Eudora, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said S. D. Harris and Laura Harris 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 Ninety-two and 46/100 Dollars according to the terms of two certain notes this day executed and delivered by the said Laura Harris and S. D. Harris to the said part y 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 y of the second part, her 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 y making such sale, on demand, to said S. D. Harris and Laura Harris, 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

S. D. Harris (SEAL)
Laura Harris (SEAL)

STATE OF Kansas } ss.
Douglas County }

BE IT REMEMBERED, That on this 31st day of December A. D. 1923, before me, C. F. Richards a Notary Public in and for said County and State, came S. D. Harris and Laura Harris, 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 4th 1926 C. F. Richards Notary Public.

Filed for Record the 2 day of Jan A. D. 1924, at 9³⁰ o'clock A. M.
J. E. Wellman Register of Deeds.
J. E. Wellman Deputy.