

## MORTGAGE RECORD NO. 63

EAM. DOORWORTH STATIONERY CO. KANSAS CITY, MO. 64102

This Indenture, Made this 12th day of February in the year of our Lord nineteen hundred and twenty four between James A. Loop and Nan Masters Loop, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and James R. Furney and Maggie L. Furney his wife of the second part: **WITNESSETH** That the said parties of the first part, in consideration of the sum of Thirty Six Hundred (\$3600.00) 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 parties of the second part their 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 South ten (10) acres of the North Twenty (20) acres of the East Thirty (30) acres of the fourth one half (1/2) of the North East Quarter (1/4) of section No. Thirty five (35) Township Twelve (12) Range No. Nineteen (19) East of the Fifth P. M. and containing Ten acres more or less according to Government survey

(Revenue Stamps 70 cents)

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 \$3600.00 Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties of the second part paid note being \$3600.00 and drawing interest at six per cent per annum

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 parties of the second part, 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 parties making such sale, on demand, to said

heirs and assigns. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

James A. Loop (SEAL)  
Nan Masters Loop (SEAL)

STATE OF Kansas

Douglas County ss.  
BE IT REMEMBERED, That on this 12th day of February A. D. 1924, before me, Myrtle M. Connell a Notary Public in and for said County and State, came L. S. James A. Loop and Nan Masters Loop, 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 Jan. 23-1927 19 Myrtle M. Connell Notary Public.  
Filed for Record the 13th day of February A. D. 1924 at 11:15 o'clock P. M.

Isa E. Wellman Register of Deeds.  
Deputy.

FORM 2

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.

At witness my hand this 12th day of Feb. A. D. 1924

James R. Furney

Maggie L. Furney

Recorded Feb. 14 1924

Isa E. Wellman  
Register of Deeds

Reg. Fee  
# 243.