

## MORTGAGE RECORD NO. 63

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64108

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 is discharged.

At witness my hand this 1 day of Feb. A.D. 1927

Attest:  
Chas. Kirtler

Recorded March 23, 1927

Geo. E. Wellman  
Register of Deeds

This Indenture, Made this Tenth day of April in the year of our Lord nineteen hundred & Twenty-four, between Floyd Royer and Estella Royer, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Frank B. Timmermeyer of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Ten Thousand (\$10,000.00) 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 part y of the second part his 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 East one hundred (100) acres, of the fourth east quarter (1/4) of Section Eleven (11) Township Thirteen (13) Range Nineteen (19) in Douglas County, Kansas

Insurance to be carried on the improvements on the above described premises for not less than thirty-five hundred (\$3500.00) dollars.

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

\$10,000.00Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part y of the second part in the sum of \$10,000.00 drawing 7% interest from date. Paid note due April 10th, 1927.

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, his 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 parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part me 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

Floyd Royer (SEAL)  
Estella Royer (SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 10th day of April A. D. 1924, before me, L. S. Myrtle M. Connell a Notary Public in and for said County and State, came Floyd Royer and Estella Royer, his wife, 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 Jan. 23rd 1927 Myrtle M. Connell Notary Public.Filed for Record the 12 day of April A. D. 1924, at 10:30 o'clock A.M. Geo. E. Wellman Register of Deeds.

Deputy.