

## MORTGAGE RECORD NO. 63

SAML. DODGE WORTH STATIONERY CO. KANSAS CITY. MO. 64136

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 23<sup>rd</sup> day of Aug. A.D. 1924.

Attest:

J. A. Frank Jones

FORM 2

Recorded Aug 28<sup>th</sup> 1924  
J. A. Frank Jones  
Register of Deeds

This Indenture, Made this 20<sup>th</sup> day of May in the year of our Lord  
nineteen hundred twenty four between Arthur L. Marshall and  
Margaret J. Marshall his wife of Kansas City in the County of  
Jackson and State of Missouri of the first part, and Joseph S. Rust  
of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Three thousand & 00/100 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 party 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 North One Hundred Seventeen and  
one half (117-1/2) feet of Lot Numbered One (1) in  
Block Numbered Four (4) Babcocks Addition to  
the city of Lawrence, less the West Eighty (80)  
feet thereof.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Arthur L. Marshall  
does hereby covenant and agree that at the delivery hereof he is 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  
Three thousand Dollars

according to the terms of one certain note this day executed  
and delivered by the said Arthur L. Marshall to the said party of the second part

bearing even date herewith, due and payable three years after  
date at the Traders National Bank of Kansas City, Missouri, with 7% semi-annual interest unless paid  
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, 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 party making such sale, on demand, to said

Joseph S. Rust his 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

Arthur L. Marshall (SEAL)  
Margaret J. Marshall (SEAL)

STATE OF

Missouri Jackson County ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of May A. D. 1924 before me,

Gertrude B. M. Vay a Notary Public in and for said County and State, came

Arthur L. Marshall and Margaret J. Marshall, his wife to me personally known to be

the same person as 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 May 5 1928 Gertrude B. M. Vay Notary Public.

Filed for Record the 6<sup>th</sup> day of June A. D. 1924 at 2<sup>30</sup> o'clock P. M.

Isa C. Wellman Register of Deeds.  
Deputy.