

## MORTGAGE RECORD NO. 63

SAM. DODSWORTH STATIONERY CO KANSAS CITY MO 64102

This Indenture, Made this third day of September in the year of our Lord  
nineteen hundred twenty three, between H. W. Arant of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Edward W. Tanner of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of

Four Thousand DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, he do 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:

All of Lot eight (8) in Oread Heights, a sub-  
division of the South Two Hundred and Fifty  
(250) feet of Block Three (3) of Oread Addition  
to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
H. W. Arant

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 except a first  
mortgage of \$5000 in favor of Ella Engle Laura Churchill

This Grant is intended as a Mortgage to secure the payment of the sum of

Four Thousand Dollars  
 according to the terms of 32 certain notes this day executed  
 and delivered by the said H. W. Arant to the said party 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 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  
H. W. Arant heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Matt

H. W. Arant

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this third day of September A. D. 1924, before me,  
Jennie Matt a Notary Public in and for said County and State, came  
H. W. Arant

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 30<sup>th</sup> Mch. 1928

Jennie Matt

Notary Public.

Filed for Record the 5<sup>th</sup>

day of September A. D. 1924, at 3:40 o'clock P. M.

Joe E. Wellman

Register of Deeds.

Deputy.

FORM 2

The following is endorsed on the original instrument.  
 The note herein described together with all its interest, was paid in full, this mortgage is hereby  
 released and the lien thereby created is hereby  
 A. W. Arant this 10<sup>th</sup> day of September A. D. 1926  
E. W. Tanner

Recorded July 1st 1927  
Joe E. Wellman  
 Register of Deeds