

MORTGAGE RECORD NO. 63

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

FORM 2

The following is enclosed 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 22nd day of August A.D. 1927

Home State Bank of Eudora

Adolph Lutz, Jr.

Received Aug. 27, 1927

John E. Wellman

Register of Deeds

This Indenture, Made this 17th day of September in the year of our Lord nineteen hundred twenty four, between Fred Moll and Johanna Moll, his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and

The Home State Bank of Eudora, Eudora Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight Hundred 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 part of the second part its successors 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 West Quarter of the South West Quarter (1/4) of the South West Quarter (1/4) of Section 4 Township 13 Range 21 County and State aforesaid being in all ten acres

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

Eight Hundred 00/100 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 part of the second part

said note being due six months after date, bearing interest

at the rate of eight per cent per annum from date

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

Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals

the day and year first above written.

Signed, Sealed and Delivered in the presence of

Fred Moll (SEAL)
Johanna Moll (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 18th day of September A. D. 1927, before me,

Adolph Lutz, Jr. a Notary Public in and for said County and State, came

L.S. Fred Moll and Johanna Moll, 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 January 29, 1927

Filed for Record the Sept 22 day of

Adolph Lutz, Jr. Notary Public.

A. D. 1927, at 9 o'clock A. M.

John E. Wellman, Register of Deeds, Deputy.