344 MORTGAGE RECORD NO. 63 DODEWORTH STATIONERY CO KANSAS CITY N This Indenture, Made this <u>4 ch</u> day of <u>October</u> in the year of our Lord <u>minuteur hundred twenty form</u>, between <u>Welliam Harwey</u> and <u>Marry</u> <u>Itankey</u> <u>his wife</u> of <u>Eucloses</u> in the County of <u>O</u> the market of Kansas of the first part, and Douglas______and State of Kansas, of the first part, and __________of the second part: Reg WITNESSETH That the said part is a of the first part, in consideration of the sum of 216 Five hundred osfin DOLLARS to them duly paid the receipt of which is hereby acknowledged, ha we sold, and by these presents do grant, barrain. sell and mortgage to the said part y of the second part her heirs and assigns, forever, all that tract or parcel of land sumated in the County of Douglas, and State of Kansas, described as follows to wit: Sots number General (1) eight (1) thirteen (13) to liventy (20) incl. all in Block number One hundred fourteen (14) also Lots One (1) to twenty (20) inclusive in Block One hundred Thirty one (131) all in the city of Eudora, County and State aforedid. with all the appurtenances, and all the estate, title and interest of the said part ies 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 Five hundred soloo 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 is of the second part due one year from date at the rate of 87 interest per annum from date, 1070 after due 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, here 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 2 parties of the first part, their heirs and assigns. in full, this motions is been IN WITNESS WHEREOF, The said part is of the first part ha ve hereunto set their hand seal a the day and year first above written. William Harvey (SEAL) Mary Harvey (SEAL) Signed, Sealed and Delivered in the presence of STATE OF Fansas Aviolal instrument Douglas County is endorsed on the original BE IT REMEMBERED, That on this 4th day of October A. D. 19.24, before me, - pind Adolph Fotz Ju a Notary Public in and for said County and State, came y created discharged. William Horvey and Many Harvey his wife hoen having ... 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 herein described last above written. lien thereby Adolph Lotz, Jr. Notary Public. My Commission Expires January 9926 1997 hand this day of Dec A. D. 19.24, at 9 3 o'clock 4 M. Sal E. Wellman Register of Deeds. Filed for Record the 9 H and Deputy.

mortgage is hereby

paid-in-full,-this

described

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