

## MORTGAGE RECORD NO. 63

EAM L DODSWORTH STATIONERY CO KANSAS CITY MO 64112

This Indenture, Made this 13th day of December in the year of our Lord  
nineteen hundred twenty four, between Mary Copp Jacob Copp  
her husband - Eudora in the County of \_\_\_\_\_

*Douglas* and State of Kansas, of the first part, and  
*The Peoples State Bank, Lawrence, Kansas* of the second part:

WITNESSETH That the said part two of the first part, in consideration of the sum of Two Thousand 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have rel sold, and by these presents do grant, bargain, sell and mortgage to the said ag of the second part its personalty, 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:

Lots Number One to Twenty Block Ninety City of Endora  
County & State aforesaid.

Lot Number One to Twenty Block One Hundred  
Seventeen City of Eudora

Lots numbered One to Twenty One Hundred Eighty  
City of Endora, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mary Copp and Jacob Copp, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Two Thousand 00/100 - This Grant is intended as a Mortgage to secure the payment of the sum of.....

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 4 of the second part

due 3 years from date, bearing interest at the rate of six per cent per annum, payable semi-annually.

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

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, executors executors, administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law:

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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said

IN WITNESS WHEREOF The said parties of the first part have hereunto set their hands and seals the day and date first above written.

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

Signed, Sealed and Delivered in the presence of

Mary Capps (SEAL)

Jacob Capps (SEAL)

(SEAL)

STATE OF Kansas  
Douglas County ) ss.

BE IT REMEMBERED, That on this 13<sup>th</sup> day of December A. D. 1924, before me,  
Joseph F. Felt a Notary Public in and for said County and State, came

L.D. Mary Cogg and Jacob Cogg her husband-  
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 29th 1927 Adolph Litz Jr Notary Public.

Filed for Record the 20<sup>th</sup> day of Dec. A. D. 1924, at 1<sup>30</sup> o'clock P.M.

.....*Asa C. Willman*.....Register of Deeds.  
.....Deputy,

The note herein recorded having been paid in full, this mortgage is hereby released, and the lien thereby created, extinguished.  
 Witness my hand the 1st day of June A.D. 1939  
 Bank of State Bank, Lawrence, Kans.  
 W. J. Sweeney Jr., President  
 (Copies)

This Release  
was written  
on the original  
mortgage  
entered  
this 1<sup>st</sup> day  
of March  
1994  
Wardell R. Deane  
Reg. of Deeds.