

# MORTGAGE RECORD NO. 63

347

SAUL DOGGEWORTH STATIONERY CO KANSAS CITY MO 64110

This Indenture, Made this 8th day of December in the year of our Lord  
nineteen hundred twenty four, between Minnie Bofinger and  
husband Otto Bofinger of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
Albert J. Vitt of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Twenty five Hundred and no/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do  
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:

Lot No. Eighty Four (84) on New Hampshire  
Street in the City of Lawrence, Kansas.

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 except a first  
mortgage of \$2500.00 in favor of the Douglas County Building  
and Loan Association. This Grant is intended as a Mortgage to secure the payment of the sum of  
Twenty Five Hundred 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 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 surplus, if any there be, shall be paid by the parties making such sale, on demand, to said  
party of the second part, 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

Minnie Bofinger (SEAL)  
Otto Bofinger (SEAL)  
(SEAL)

STATE OF Kansas ss.

Douglas County, ss.  
BE IT REMEMBERED, That on this 8th day of December A. D. 1924, before me,

Geo. W. Kuhne a Notary Public in and for said County and State, came  
L. J. Minnie Bofinger and her husband Otto  
Bofinger 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 Jan. 25 1926 Geo. W. Kuhne Notary Public.

Filed for Record the 13rd day of Dec. A. D. 1924, at 10:10 o'clock A.M.  
Geo. E. Wellman Register of Deeds.

Deputy,