

# MORTGAGE RECORD NO. 63

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SAML DOCKSWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 20th day of January in the year of our Lord 1925, between J. D. Smith and A. E. Smith his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Perry B. Calmative of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two Hundred Sixty Nine and 00/100 - (\$1060.00) 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 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 Twenty-one (21) in Block Three (3) Haskell Place an Addition to the City of Lawrence, Kansas.

Parties of the first part agree to pay Fifteen Dollars (\$15.00) per month on principal.

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 \$3500.00 to the Lawrence Building and Loan Association. This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Sixty Nine and 00/100 Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said parties 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 part of the second part, their 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 parties 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 year first above written.

Signed, Sealed and Delivered in the presence of

J. D. Smith (SEAL)  
A. E. Smith (SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 20th day of January A. D. 1925, before me, L.S. J. D. Smith and A. E. Smith his wife a Notary Public in and for said County and State, came

to me personally known to be the same persons 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 Nov. 29 1928 Bernice E. Jones Notary Public.

Filed for Record the 20th day of Jan A. D. 1925 at 11:50 o'clock A.M.

J. D. E. Williams Register of Deeds.  
Deputy.

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 4th day of March A. D. 1925

Attest: B. E. Jones Perry B. Calmative

Recorded March 2 1925

Ellie C. Armstrong

by Clarence H. Jones

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