

MORTGAGE RECORD NO. 63

SAUL DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64108

Reg. Fee \$10.4

Recorded Nov 12 1927

J. G. Wellman
Register of Deeds

A. D. 1927

W. H. Banning

The following is enforced on the original instrument.

The note herein described having been paid in full, this mortgage is hereby

released and the lien thereby created is discharged.

As witness my hand this 12 day of Nov

Attest:

This Indenture, Made this 15th day of September in the year of our Lord
nineteen hundred and twenty-four, between Tracy Elmer Georgia, an
unmarried man of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

W. H. Banning of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of
One hundred and no/100 DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, ha e sold, and by these presents do es grant, bargain,
sell and mortgage to the said part y 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:

Beginning 20 rods east and 40 rods south of
the northwest corner of the northwest quarter of the
southeast quarter of Section 1, Township 13, Range 19, east
of the sixth principal meridian, Douglas County,
Kansas, thence south 40 rods, thence west 4 rods, thence
north 40 rods thence east 4 rods to the place of beginning,
being about one acre, subject to the right of way for
railroad, poles and electric wires,

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
party of the first part
do es hereby covenant and agree that at the delivery hereof he is 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 as to
said rights of way

This Grant is intended as a Mortgage to secure the payment of the sum of \$100.00

according to the terms of one certain note this day executed
and delivered by the said Tracy Elmer Georgia to the said part y 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 y 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said

party of the first part heirs and assigns.
IN WITNESS WHEREOF, The said part y of the first part ha e hereunto set his hand and seal
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Tracy Elmer Georgia (SEAL)

(SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 15th day of Sep A. D. 1924, before me,
the undersigned a Notary Public in and for said County and State, came
Tracy Elmer Georgia, unmarried

L.S.

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 July 5 1925 C. C. Stewart Notary Public.

Filed for Record the 9th day of March A. D. 1925 at 2:25 o'clock P. M.
J. G. Wellman Register of Deeds.

Deputy.

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