

MORTGAGE RECORD NO. 63

403

RAWL DODSWORTH STATIONERY CO KANSAS CITY MO 64102

This Indenture, Made this first day of July in the year of our Lord nineteen hundred and twenty five, between J W. Dick and Viva N. Dick his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and State Bank of Leocompton, Leocompton, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Hundred Seventeen + 10/100 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 y of the second part its successors, 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 23 rods + 7 ft. E of South West corner of S.E. 1/4 of sec 34 - 17-18 thence East 12 rods, 4 ft. North 8 rods 9 ft. West 12 rods 4 ft. South 8 rods 9 ft.

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 owners 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 Four Hundred Seventeen + 10/100 according to the terms of 1 certain note this day executed and delivered by the said first parties 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, 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 second parties their 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

J W. Dick (SEAL)
Viva N. Dick (SEAL)

STATE OF Kansas ss. Douglas County

BE IT REMEMBERED, That on this 16 day of July A. D. 19 25 before me, J W. Kreider a Notary Public in and for said County and State, came J W. Dick and Viva N. Dick his wife 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 8th 19 26 J W. Kreider Notary Public.

Filed for Record the 17 day of July A. D. 19 25 at 9th o'clock PM.
J. B. Mellman Register of Deeds.
Deputy.

The following is a true and correct copy of the original instrument.

Recorded in Book 17, Page 17, of the Mortgages of Douglas County, Kansas.

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