

# MORTGAGE RECORD NO. 63

423

Reg. No. 1119  
Fee Paid 125 ✓

SAME, DODGEWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 26th day of September in the year of our Lord 1926, between Oscar W. Orr and Fannie E. Orr, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five Hundred and no/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 party 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:

West 1/2 of Lot No. 78 and all of Lot 780 on the South side of Elliott Street, Block #33 in that part of the City of Lawrence, known as West Lawrence in Douglas County 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 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 Five Hundred Dollars according to the terms of a certain note this day executed and delivered by the said Oscar W. Orr and Fannie E. Orr 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, its successors, 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 parties of the first part.

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

Oscar W. Orr - (SEAL)  
Fannie E. Orr - (SEAL)

STATE OF Kansas  
Douglas County ss.  
BE IT REMEMBERED, That on this 26 day of Sept. A. D. 1926, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Oscar W. Orr and Fannie E. Orr - his wife 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 Jan 25 1926 Geo. W. Kuhne Notary Public.

Filed for Record this Sept. 26 day of Sept. A. D. 1926, at 4:50 PM o'clock M.  
Geo. E. Wellman Register of Deeds.  
Deputy.

The following is endorsed on the original instrument:

Released and the fee thereon paid in full, this mortgage is hereby released and the fee thereon paid in full.

As witness my hand this 27 day of Sept. A. D. 1926

Geo. E. Wellman Register of Deeds

Recorded Sept 28 1926

Geo. E. Wellman Register of Deeds