

# MORTGAGE RECORD NO. 63

427

Reg. No. 1140  
Fee Paid 10.00

SANL DODDSON NORTH STATIONERY CO KANSAS CITY MO 64110

This Indenture, Made this 1st day of October in the year of our Lord nineteen hundred twenty five, between Jacob W. Rumold and Grace E. Rumold, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. Frank Jones of the second part: **WITNESSETH** That the said parties of the first part, in consideration of the sum of Four Thousand & no/100 (\$4,000.00) 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 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:

Lot 149, on Tennessee Street,  
Original Town, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part us 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

This Grant is intended as a Mortgage to secure the payment of the sum of Four Thousand & no/100 according to the terms of one certain note this day executed and delivered by the said parties of the first part 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 heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

Jacob W. Rumold (SEAL)  
Grace E. Rumold (SEAL)

STATE OF Kansas ss.

Douglas  
BE IT REMEMBERED, That on this 1st day of October A. D. 1925, before me, the undersigned a Notary Public in and for said County and State, came Jacob W. Rumold and Grace E. Rumold, 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 Dec 29 1928 Bernice E. Jones Notary Public.

Filed for Record the 1 day of Oct A. D. 1925, at 4 o'clock P. M.  
Geo E. Wellman Register of Deeds.  
Deputy.

The following is endorsed on the original instrument:  
Noted and the lien thereby created is acknowledged.  
As witness my hand this 5th day of April A. D. 1928  
J. Frank Jones  
August

Recorded April 5<sup>th</sup> 1928  
Geo E. Wellman  
Register of Deeds