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Reg. No. 1262  
Fee Paid 1.50

## MORTGAGE RECORD NO. 63

SAUL DOOS WORTH STATIONERY CO. KANSAS CITY, MO. 64103

This Indenture, Made this 12th day of November in the year of our Lord  
nineteen hundred twenty-five, between Roy S. M<sup>c</sup> Namara and Daisy  
M<sup>c</sup> Namara, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Gertrude C. Stewart of Lawrence, Douglas County, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Six Hundred (\$600.00) 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 party of the second part her 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:

The East one half (1/2) of Lot Number Twelve  
(Lot No. 12), in Addition Number Five (5) in that part of  
the city of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Roy S. M<sup>c</sup> Namara and Daisy M<sup>c</sup> Namara, his wife  
 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  
Six Hundred (\$600.00)  
 according to the terms of one certain note this day executed  
 and delivered by the said Roy S. M<sup>c</sup> Namara and Daisy M<sup>c</sup> Namara, his wife to the said party of the second part  
Gertrude C. Stewart

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, her 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 party of the second part, on demand, to said

Roy S. M<sup>c</sup> Namara and Daisy M<sup>c</sup> Namara, his wife, their heirs and assigns.  
 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

Roy S. M<sup>c</sup> Namara (SEAL)  
Daisy M<sup>c</sup> Namara (SEAL)  
 (SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 12th day of November A. D. 1925, before me,  
the undersigned a Notary Public in and for said County and State, came  
Roy S. M<sup>c</sup> Namara and Daisy M<sup>c</sup> Namara, his wife  
L. J. 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 October 11th 1928 M. G. Doss Notary Public.

Filed for Record the 17 day of Nov A. D. 1925, at 9<sup>55</sup> o'clock P. M. <  
J. C. Wellman Register of Deeds.  
Deputy.