

MORTGAGE RECORD NO. 63

Reg. No. 1257
Fee Paid \$1.50

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 17th day of November in the year of our Lord nineteen hundred and twenty five, between O. T. Huey and Rosa Huey his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The State Bank of LeCompton, Kans of the second part: **WITNESSETH** That the said part 1st of the first part, in consideration of the sum of Six Hundred and Fifty 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 2d 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 at a point six rods west of the South East corner of the North East fractional quarter of Section two, township twelve, Range eighteen, thence West thirty one rods and seven feet to corner of Land sold to J. H. Harper, thence North ten rods and two ft. East thirty one rods and seven feet South ten rods and two ft. to the place of beginning

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 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 Six hundred fifty 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 2d 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 2d 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 overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said parties of the first part 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

O. T. Huey (SEAL)
Rosa Huey (SEAL)
(SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of Nov A. D. 1925, before me, J. W. Kreider a Notary Public in and for said County and State, came O. T. Huey and Rosa Huey 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 1926 J. W. Kreider Notary Public.

Filed for Record the 20 day of Nov A. D. 1925, at 4 45 o'clock P. M.
J. C. Wellman Register of Deeds.
Deputy.

The following is endorsed on the original instrument.

This note is being deposited in the office of the Register of Deeds, Douglas County, Kansas, for record.

Witness my hand this 20th day of Nov A. D. 1925Attest: J. W. Kreider Notary Public, Douglas County, KansasAlways, exp. 8th

Received Dec. 3, 1925

J. W. Kreider
Register of Deeds