

MORTGAGE RECORD NO. 63

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SAML DOBBS WORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 22d day of October in the year of our Lord nineteen hundred twenty five, between L.L. Biling and Margaret Biling (his wife) of Douglas and State of Kansas, of the first part, and Elizabeth Gasgmain of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of eighteen hundred sixty five (\$1865.00) 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 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:

Lot fifty (50) New Hampshire Street in the city of Lawrence, Douglas County, Kansas

Party of the first part may pay all any time & int. to the date only

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said L.L. Biling do hereby covenant and agree that at the delivery hereof 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 \$1865.00

according to the terms of one certain note this day executed and delivered by the said L.L. Biling to the said part of the second part Payable two years after date with 6% int.

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 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 part making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of L.L. Biling (SEAL) Margaret A. Biling (SEAL)

STATE OF Kansas ss. Douglas County

BE IT REMEMBERED, That on this 9th day of December A. D. 1925, before me, the undersigned a Notary Public in and for said County and State, came L.L. Biling and Margaret Biling 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 September 15th 1926 E.J. Hilkey Notary Public.

Filed for Record the 9 day of Dec A. D. 1925 at 3:21 o'clock P.M. E. E. Willson Register of Deeds.

The following is certified on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. Dec 17 day of 1927 A.D. 19 Elizabeth Gasgmain

Recorded Dec 19 1927 E. E. Willson Register of Deeds