

## MORTGAGE RECORD NO. 63

SAWL DODD WORTH STATIONERY CO KANSAS CITY MO 64101

Reg. No. 1550  
Fee Paid 2.50

This Indenture, Made this 9th day of March in the year of our Lord  
nineteen hundred twenty six, between William Harvey and  
Mary Harvey, his wife of Eudora in the County of  
Douglas and State of Kansas, of the first part, and

The Home State Bank of Eudora of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of

One Thousand 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:

Lots Number Six (6) Seven (7) Thirteen (13)  
Fourteen (14) Fifteen (15) Sixteen (16) Seventeen  
(17) Eighteen (18) Nineteen (19) and Twenty (20)  
in Block One Hundred Fourteen (114), also  
lots One (1) to Twenty (20), inclusive in  
Block One Hundred Thirty-one (131)  
all in the City of Eudora, Kansas,  
County and State aforesaid

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 Except a  
mortgage of \$300.00 to Adolph Lotz Jr. Eudora, Kansas

This Grant is intended as a Mortgage to secure the payment of the sum of

One Thousand Dollars

according to the terms of and certain note this day executed  
and delivered by the said William Harvey & Mary Harvey to the said party of the second part

payable on or before six months from date with interest  
at the rate of 8% from date

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 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 making such sale, on demand, to said

William Harvey and Mary Harvey 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

William Harvey (SEAL)  
Mary Harvey (SEAL)  
(SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 9th day of March A. D. 1926, before me,

H. A. Smith a Notary Public in and for said County and State, came

William Harvey and Mary Harvey to me personally known to be

L.S. 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 June 1 1929 H. A. Smith Notary Public.

Filed for Record the 10 day of March A. D. 1926, at 9 o'clock A. M.

Dale Wellman Register of Deeds.  
Deputy.

For Assignment  
See Book 145  
Page 329.

For Release See Book 17 Page 18