

MORTGAGE RECORD NO. 63

Per. No. 1682-  
373

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64109

This Indenture, Made this 22nd day of April in the year of our Lord nineteen hundred twenty-six, between Jennie A. Woodard and L. E. Woodard, her husband, 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 Fifteen Hundred and 00/100 - 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:

The undivided three-fourths (3/4) in and to the following Real Estate: The North Fifty (50) acres of the East one-half (1/2) of the North-east Quarter (1/4) and the East Thirty (30) of the West Half (1/2) of the North-east Quarter (1/4) all in Section Thirty-two (32) Township Thirteen (13), Range Twenty-one (21) Douglas County - Kansas.

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 Fifteen Hundred Dollars according to the terms of certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable one year from date with interest at the rate of 7 per cent from date, payable semi-annually.

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 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 of the first part 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 Jennie A. Woodard (SEAL) L. E. Woodard (SEAL)

STATE OF Kansas ss. Douglas County. BE IT REMEMBERED, That on this 22nd day of April A. D. 1926 before me, H. A. Smith a Notary Public in and for said County and State, came Jennie A. Woodard and L. E. Woodard, her husband, 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 June 1 - 1929. H. A. Smith Notary Public.

Filed for Record the 23 day of April A. D. 1926 at 9 o'clock A.M. J. E. Wellman Register of Deeds.

The following is enforced on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

At witness my hand this 20th day of October A. D. 1926

J. E. Wellman Register of Deeds

Recorded Oct. 21 - 1926

J. E. Wellman Register of Deeds