

510

Reg. No.

2038

7-1-1926

1350

## MORTGAGE RECORD NO. 63

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64103

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of this mortgage herein recorded was made by said District Court, on the 14<sup>th</sup> day of September, 1926, and that the same is duly recorded in Journal No. 1350, at page 72.

Clerk District Court.

This Indenture, Made this 14<sup>th</sup> day of September, 1926, in the year of our Lord nineteen hundred and twenty six, between Robert A. Sphar and Minnie B. Sphar his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

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

Fifty-four hundred (\$5400.00) 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:

Lot Number twelve (12) in Chambers Place, an addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robert A. Sphar and Minnie B. Sphar his wife 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 Fifty Four Hundred (\$5400.00) Dollars according to the terms of two certain notes this day executed and delivered by the said Robert A. Sphar and Minnie B. Sphar to the said party 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 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 making such sale, on demand, to said Robert A. Sphar and Minnie B. Sphar his wife, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand, and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Robert A. Sphar (SEAL)  
Minnie B. Sphar (SEAL)

STATE OF Kansas } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 14<sup>th</sup> day of September, A. D. 1926, before me, F. A. Armstrong, a Notary Public in and for said County and State, came Robert A. Sphar and Minnie B. Sphar 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 Dec 31, 1927 F. A. Armstrong, Notary Public.

Filed for Record the 15<sup>th</sup> day of Sept, A. D. 1926, at 10<sup>00</sup> o'clock, A. M.  
J. E. Wellman, Register of Deeds.  
Deputy.

FORM 2

ATTEST:

Ellie E. Armstrong  
Hannah B. Beck

ATTEST:

Hannah B. Beck

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of this mortgage herein recorded was made by said District Court, on the 22<sup>nd</sup> day of October, 1926.