

MORTGAGE RECORD NO. 63

Rec. No. 2098
Fee Paid 2.50

RAWL DODGE WORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 6th day of October in the year of our Lord nineteen hundred twenty six (1926), between Daisy Clover Mitchell and Edward A. Mitchell her husband of Lawrence Douglas and State of Kansas, of the first part, and

C. S. Jones of the second part:

WITNESSETH That the said part two of the first part, in consideration of the sum of Twelve hundred sixty six & 12/100 (\$1266.12) 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 four 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 fifty four (54) and sixty six (66) on New York street in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Daisy Clover Mitchell and Edward A. Mitchell her husband 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 \$1266.12 according to the terms of one certain note this day executed and delivered by the said C. S. Jones to the said part four 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 four 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 four making such sale, on demand, to said Daisy Clover Mitchell and Edward A. Mitchell her husband heirs and assigns.

IN WITNESS WHEREOF, The said part two of the first part have hereunto set their hand and seal

the day and year first above written.
Signed, Sealed and Delivered in the presence of Daisy Clover Mitchell (SEAL) Edward A. Mitchell (SEAL)

STATE OF Kansas ss. Douglas County. BE IT REMEMBERED, That on this 6th day of Octo A. D. 1926, before me,

J. A. Armstrong a Notary Public in and for said County and State, came Daisy Clover Mitchell and Edward A. Mitchell 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 Dec 31st 1929 J. A. Armstrong Notary Public.

Filed for Record the Oct 7 day of 1926, at 10¹⁵ o'clock 17 M. J. E. Wellman Register of Deeds. Deputy.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created extinguished.
13th day of June A. D. 1930
C. S. Jones
By John G. Wells her attorney in fact.

Recorded 17th June 1927
John G. Wells
Register of Deeds