

## MORTGAGE RECORD NO. 63

SAML. DOWORTH STATIONERY CO. KANSAS CITY, MO. 64104

This Indenture, Made this 16th day of December in the year of our Lord nineteen hundred & twenty six, between Chas. G. Gzaplinski and Laura M. Gzaplinski, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and P. A. Kasold and Lena Kasold, his wife of the second part:

WITNESSETH That the said part res. of the first part, in consideration of the sum of Two Thousand (\$2000.00) - 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 res. of the second part their 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 North-west Quarter (4) of the North-east quarter (4) of Section Thirty-five (35) Township Twelve (12) Range Nineteen (19) in Douglas County, Kansas

(The privilege of paying \$100.00 or any multiple thereof at any interest paying time is hereby given to said Chas. G. Gzaplinski and Laura M. Gzaplinski his wife)

with all the appurtenances, and all the estate, title and interest of the said part res. 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 one 1st mortgage for \$4000. due in five years from date of making due P. A. Kasold and Lena Kasold with interest at 5%. This Grant is intended as a Mortgage to secure the payment of the sum of \$2000.00 Dollars

according to the terms of one certain note this day executed, and delivered by the said parties of the first part to the said part res. of the second part for 2000. with interest at 5% per annum from date, due in five years from date, this instrument being a second mortgage on said land described above. 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 res. of the second part, their 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 res. making such sale, on demand, to said

parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part res. of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Chas. G. Gzaplinski (SEAL)  
Laura M. Gzaplinski (SEAL)  
(SEAL)

STATE OF Kansas

Douglas County

BE IT REMEMBERED, That on this 16 day of December A. D. 1926 before me,

Myrtle M. Connell a Notary Public in and for said County and State, came

Chas. G. Gzaplinski and Laura M. Gzaplinski

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 January 23 - 1927 Myrtle M. Connell

Filed for Record the 16 day of Dec. A. D. 1926, at 2 o'clock P. M.

Ed C. Wellman Register of Deeds.

Deputy.

P. A. Kasold

Lena Kasold

A. D. 1926

Attest:

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 discharged.  
As witness my hand this 16 day of Dec. A. D. 1926

Attest:

Ed C. Wellman

This Release was witnessed by Myrtle M. Connell a Notary Public in and for said County and State, on this 16 day of Dec. A. D. 1926.  
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 discharged.  
As witness my hand this 16 day of Dec. A. D. 1926