

MORTGAGE RECORD NO. 63

527

2363
12.50

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 12th day of January in the year of our Lord nineteen hundred twenty seven (1927), between C. D. Jones and H. W. Jones her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and E. W. Jones as Guardian of the estate of Saml L. Whitgel minor of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five thousand (\$5000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 two (2) Block number two (2) in Haskell Place, an addition to the city of Lawrence, also:
Lot numbers four (4) Block number two (2) in Haskell Place an addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said C. D. Jones and H. W. Jones her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 five thousand according to the terms of one certain note this day executed and delivered by the said parties of the first part together with to the said part y 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 y 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 y making such sale, on demand, to said C. D. Jones and H. W. Jones her husband their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

C. D. Jones by E. W. Jones her atty in fact (SEAL)
H. W. Jones (SEAL)

STATE OF Kansas ss.
Douglas County

BE IT REMEMBERED, That on this 12th day of January A. D. 1927, before me, Anna H. Martindale a Notary Public in and for said County and State, came C. D. Jones, by E. W. Jones her atty in fact, and H. W. Jones 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 Aug 9th 1930 Anna H. Martindale Notary Public.

Filed for Record the 7 day of Feb A. D. 1927 at 1⁵⁰ o'clock P. M.
Law E. Wellman Register of Deeds.
Deputy.

For release see 85-200

For Release See Du Bli. 77 G. 1923.