530 # 2405 # 5175 V MORTGAGE RECORD NO. 63 DODSWORTH STATIONERY CO KANSAS CITY NO SOLD This Indenture, Made this 2/st day of Sebuary in the year of our Lord avineteen hundred twenty seven (1927) between allie By Sith and James J Smith, her husband a Lawrence Smith, ner nurvann Douglas and State of Kansas, of the first part, and WITNESSETH That the said particle of the first part, in consideration of the second part: WITNESSETH That the said particle of the first part, in consideration of the sum of Juventy three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha zesold, and by these presents do grant, bargain, bein and assigns forever, all that tract or parcel of land and State of Kansas, of the first part, and..... of the second part: sell and mortgage to the said part. 9 of the second part here here 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: Sot number thurty four (34) on Vermont Street in the city of dawrence paid in full, this mortanee is on the original. The following is endorsed erein described hoving with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Ollie Smith and James J. Smith her husband do\_\_\_\_\_\_hereby covenant and agree that at the delivery hereoithey are the lawful owner. S of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. and the twenty three hundred according to the terms of one certain not this day executed and delivered by the said and and fames from the said part y of the second part ş 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. Q. 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 Olli Smith and James J. Smith there IN WITNESS WHEREOF, The said part les of the first part ha ve hereunto set their hand and seal the day and year first above written. Ollie Smithe (SEAL) James J. Smith (SEAL) Signed, Sealed and Delivered in the presence of (SEAL) STATE OF Francas STATE OF Frances SS. Douglas County SS. BE IT REMEMBERED, That on this 2/st day of Felry A. D. 1927, before me, f. C. Whypele a Notary Public in and for said County and State, came & D. Ollie Imith and James J. Amith her Furstand to me personally known to be Recorded 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 Jan 27 19.31. F.C. Whypile Filed for Record the 21 day of File A. D. 19.27., at 325 o'clock P. M. Qas E. Wellingen Register of Deeds. last above written.