

# MORTGAGE RECORD NO. 63

543

Reg. # 25-75  
Filed # 500

SAUL BODSWORTH STATIONERY CO KANSAS CITY MO 64101

This Indenture, Made this 8<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and twenty seven between D.B. Kauder and Myrtle Kauder his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and

George A. Smith of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two hundred 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 of the second part his 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 south half (1/2) of Lot Twenty nine (29) and thirty (30) in Addition number five (5) in that part of the city of Lawrence formerly known as North Lawrence, said county and State

with all the appurtenances, and all the estate, title and interest of the said part 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 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 Two hundred 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 of the second part payable three months after date with interest thereon at 6% from date until paid 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 of the second part his 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 of the second part making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Jennie Watt

D.B. Kauder

Myrtle Kauder

STATE OF

ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of April A. D. 1927, before me, Jennie Watt a Notary Public in and for said County and State, came D.B. Kauder, and Myrtle Kauder, 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 30<sup>th</sup> March 1928 Jennie Watt Notary Public.

Filed for Record the 27 day of April A. D. 1927, at 9<sup>30</sup> o'clock A. M. Geo. E. Wellman Register of Deeds. Arch. E. Wellman Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
A. D. 19 28  
May 18  
Geo. A. Smith

Recorded May 19 1928  
Geo. A. Smith  
Register of Deeds