

2628
\$ 11.75

MORTGAGE RECORD NO. 63

547

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 23rd day of May in the year of our Lord nineteen hundred twenty seven, between Millie Mc Kinney and F J Mc Kinney, her husband in the County of Douglas and State of Kansas, of the first part, and Serena Sutton of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Thousand Six Hundred Sixty and no/100 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 party 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:

The Northwest Quarter (N.W. 1/4) of the Northeast Quarter (N.E. 1/4) Section Thirty one (31) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties 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

This Grant is intended as a Mortgage to secure the payment of the sum of \$ 4,660.00 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 party 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 party 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 party making such sale, on demand, to said Party of the second part - her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Millie Mc Kinney (SEAL)
F. J. Mc Kinney (SEAL)

STATE OF Kansas ss. Douglas

BE IT REMEMBERED, That on this 23 day of May A. D. 1927, before me, Geo. W. Kuhse a Notary Public in and for said County and State, came Millie Mc Kinney and F J Mc Kinney 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 Jan 25 1930 Geo. W. Kuhse Notary Public.

Filed for Record the 23 day of May A. D. 1927, at 11:30 o'clock A. M. Geo. E. Wellman Register of Deeds. Deputy.

The following is endorsed on the original instrument.
The note herein described, having been paid in full, this mortgage is hereby released and the term hereby created is terminated.

As witness my hand this 9 day of Sept A. D. 1935.
Serena Sutton

This Release was written by Geo. E. Wellman Register of Deeds.