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MORTGAGE RECORD NO. 63

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SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this tenth day of July in the year of our Lord 1927, between Minna G. Holliday and Frank M. Holliday, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and W. E. Spalding of the second part: W. E. Spalding assigns. Five Hundred (\$500.00) That the said parties of the first part, in consideration of the sum of Five Hundred (\$500.00) 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 party 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: Lots Eighty-seven (87) and Eighty-nine (89) in Block Eighteen (18) in West Lawrence, Lawrence, Kansas.

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 Five Hundred (\$500.00) 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, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, of 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said Minna G. Holliday and Frank M. Holliday heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Minna G. Holliday (SEAL)
Frank M. Holliday (SEAL)

STATE OF Kansas ss. Douglas County
BE IT REMEMBERED, That on this 9th day of July A. D. 1927, before me, J. C. Whipple a Notary Public in and for said County and State, came Minna G. Holliday and Frank M. Holliday her husband to me personally known to be the same persons 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 1931 J. C. Whipple Notary Public.

Filed for Record the 11 day of July A. D. 1927, at 1 o'clock P. M. W. E. Spalding 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 lien hereby created is discharged.

As witness my hand this 13th day of November A. D. 1927.

Attest:

This Release was written on the original Mortgage entered this 13th day of November 1927.
Reg. of Deeds.
W. E. Spalding
Deputy