

# MORTGAGE RECORD NO. 63

563  
Reg. No. 2865  
Fee Paid \$12.50

SAUL DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this first day of September in the year of our Lord nineteen hundred twenty seven (1927) between Floyd E. Potter and Carrie B. Potter his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C.S. James of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of

Five thousand 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:

Lot two hundred eighteen (218) on Ohio Street in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Floyd E. Potter and Carrie B. Potter, his wife 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 Thousand Dollars according to the terms of two certain Notes this day executed and delivered by the said Floyd E. Potter and Carrie B. Potter, his wife 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 Floyd E. Potter and Carrie B. Potter, his wife their 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

Floyd E. Potter (SEAL)

Carrie B. Potter (SEAL)

(SEAL)

STATE OF Kansas }  
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of September A. D. 1927, before me,

Anna H. Martindale a Notary Public in and for said County and State, came

Floyd E. Potter and Carrie B. Potter, his wife

L.S. 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 9 1930 Anna H. Martindale Notary Public,

Filed for Record the 1 day of Sept A. D. 1927, at 4:00 o'clock P. M.

Res E. Wellman Register of Deeds.  
Deputy.

The following is endorsed on the original instrument:  
The same herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

As witness my hand this 22d day of June A.D. 1923

Wm. School C. H. Jones

Recorded June 23, 1923

Chas. E. Gmewell  
Register of Deeds  
County of Douglas