

MORTGAGE RECORD NO. 63

569

Reg. No. 2967
Fee Paid 1.50

SAUL BOWEN STATIONERY CO KANSAS CITY MO 64101

The following is embodied on the original instrument.

This note herein shown as having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.

As witness my hand this 22nd day of December A. D. 1927

Attest: Mary B. Seabell

This Indenture, Made this 14th day of September in the year of our Lord nineteen hundred twenty-seven, between S. C. Doane and Elizabeth Doane, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Robert L. Elston party of the second part:

Six hundred fifty (\$650) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, 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:

The east, ten (10) acres of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section eight (8) Township twelve (12) Range nineteen east (19 E).

with all the appurtenances, and all the estate, title and interest of the said party 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 Six hundred fifty according to the terms of 4 certain notes this day executed and delivered by the said parties of the first part to the said party of the second part payable \$100 January 1st 1932, with interest \$100 January 1st 1933, \$100 January 1st 1934 and \$350 January 1st 1932. This interest at 7% from October 1st 1927 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, 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 parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of S. C. Doane (SEAL) Elizabeth Doane (SEAL)

STATE OF Kansas ss. Douglas County BE IT REMEMBERED, That on this 14 day of Sept. A. D. 1927 before me, Geo. W. Kuhne a Notary Public in and for said County and State, came S. C. Doane and Elizabeth Doane 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 Jan. 25 1930 Geo. W. Kuhne Notary Public. Filed for Record the 14 day of Oct. A. D. 1927 at 4:30 o'clock P. M. Isaac E. Wellman Register of Deeds. Deputy.

for assignment see Book 75, Page 408

Edie E. Armstrong
Edward Raymond Day

Dec 24 1927