

MORTGAGE RECORD NO. 63

573

Reg. No. 2992
Fee Paid 7.50

EAML DODGE NORTH STATIONERY CO KANSAS CITY MO 64110

This Indenture, Made this 24th day of October in the year of our Lord 1927 between Frank Watts, Lorin Watts, and Nelle Watts, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and William L. Anderson of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three Thousand (\$3000) 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:

The South one half (1/2) of Lot number seventy one (71) on Massachusetts 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 Frank Watts & Lorin Watts 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 Three Thousand 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, 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 Frank Watts and Lorin Watts - their 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
Maud Smith Frank Watts (SEAL)
R. E. Melvin Lorin Watts (SEAL)
Nelle Watts (SEAL)

STATE OF Kansas ss. Douglas County
BE IT REMEMBERED, That on this 24th day of October A. D. 1927 before me, R. E. Melvin a Notary Public in and for said County and State, came Frank Watts, and Lorin Watts and Nelle Watts 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 April 5th 1930. R. E. Melvin Notary Public.
Filed for Record the 25th day of October A. D. 1927, at 3⁰⁰ o'clock P. M.
J. C. 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 lien thereby created is terminated.

As witness my hand this 25th day of April A. D. 1928 William L. Anderson

Attest: R. E. Melvin

This instrument was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 25th day of October, 1927.