

578

Reg. No. 3233
Fee Paid 5.00

MORTGAGE RECORD NO. 63

SAWL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 4th day of November in the year of our Lord 1927, between Mary Reatz an unmarried woman and Otto A. Reatz a single man of Kansas City, Missouri and Albert Reatz a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and

The Lawrence National Bank of the second part:

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

Two Thousand (\$2000.00) 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 its successors 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: Their undivided interest in and to Lot number fifty-eight (58) on Connecticut Street in the City of Lawrence. The East 1/4 (1/4) acres off the east end of the North-east fractional quarter of Section 32, Township 12, Range 20, running from the bank of Kansas River as established by Government Survey North to the half section line 1/4 being wide enough to make four acres of land. An island in the Kansas River in Sections 32 and 33, Township 12, Range 20, commencing at the Northeast corner of the southeast quarter of Section 32, Township 12, Range 20, East of the North Principal Meridian, thence South of section line 1/4 chains 120 links, thence north 75 degrees West and 90 links, thence east 1/4 chain and 60 links to the place of beginning containing 4 chains and 11 links thence North 2 chains and 10 links one hundred and (1.61) acres more or less. The Northwest fractional quarter of the north-west quarter of Section 33 in Township 12, Range 20, South of Range twenty (20) East 1/4 less one-half (1/2) acre to School 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 owners 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

Two Thousand Dollars (\$2000)

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 due in one year with interest at the rate of seven per cent (7%) per annum, interest payable semi-annually.

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, its successors, 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 - their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Mary Reatz (SEAL)
Otto Reatz (SEAL)
Albert Reatz (SEAL)

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED, That on this 14 day of Nov. A. D. 1927, before me,

Leta F. Kennedy a Notary Public in and for said County and State, came

Mary Reatz an unmarried woman, Albert Reatz a single man and Otto A. Reatz a single man 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 January 18 1928 Leta F. Kennedy Notary Public.

Filed for Record the 16 day of November A. D. 1927, at 8 o'clock A.M.

L. E. Wellman Register of Deeds.
Deputy.

The following is a copy of the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.

As witness my hand this 13th day of April A. D. 1928

Attest Carroll Lawrence National Bank

Recorded April 13 1928

Ellie B. Armstrong

by Ellen Fitzgerald

Register of Deeds

L. E.

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 hereby released.

As witness my hand this 13th day of April A. D. 1928

Recorded May 16 1930

Ellie B. Armstrong

Register of Deeds