

580

Reg. No. 3037  
Fee Paid 5.50

## MORTGAGE RECORD NO. 63

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

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This Indenture, Made this 1st day of November in the year of our Lord  
one thousand two hundred twenty seven, between Henry Nathaniel Stone and  
Marie Ella Stone his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Cornelia J. Haggard of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Twenty-two Hundred Fifty-two/100 (\$2250.00) 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 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 Thirty-eight (38) on  
Connecticut Street in  
the City of 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  
Twenty-two Hundred Fifty 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  
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

Henry Nathaniel Stone (SEAL)  
Marie Ella Stone (SEAL)  
(SEAL)

STATE OF Kansas ss.  
Douglas County  
BE IT REMEMBERED, That on this 4th day of Nov. A. D. 1927, before me,  
the undersigned a Notary Public in and for said County and State, came  
Henry Nathaniel Stone and Marie Ella Stone  
his wife to me personally known to be  
L.S. 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 Dec. 29 1928. Bernice E. Jones

Filed for Record the 19 day of Nov. A. D. 1927, at 10 o'clock A. M.  
Earl E. Wellman Register of Deeds.  
Deputy.