

## MORTGAGE RECORD NO. 63

Reg. No. 3190  
Fee Paid 2.50

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 9th day of February in the year of our Lord  
nineteen hundred twenty-eight between J. V. Pettit and his  
wife, Dora A. Pettit of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and The Douglas  
County Building and Loan Association, Lawrence, Kansas of the second part:  
 WITNESSETH That the said parties of the first part, in consideration of the sum of  
One thousand and no 100 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 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:

Lots Nos. One Hundred Sixty One (161)  
and One Hundred Sixty Three (163)  
on Mississippi 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

J. V. Pettit and his wife, Dora A. Pettit  
 do hereby covenant and agree that at the delivery hereof they 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 except one  
mortgage of even date for \$1,400.00 in favor of the Douglas County  
Building and Loan Association, Lawrence, Kansas This Grant is intended as a Mortgage to secure the payment of the sum of  
One thousand and no 100 Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said J. V. Pettit and his wife, Dora A. Pettit 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 its 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, 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

J. V. Pettit (SEAL)  
Dora A. Pettit (SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 9th day of February A. D. 1928, before me,  
John C. Emick a Notary Public in and for said County and State, came  
J. V. Pettit and his wife, Dora A. Pettit  
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 unto subscribed my name and affixed my official seal on the day and year  
 last above written.

My Commission Expires January 13 1932 John C. Emick Notary Public.  
 Filed for Record the 11 day of Feb. A. D. 1928, at 8 o'clock A. M.  
Isa E. 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 it is the duty of the grantor to sign and file this release.

At witness my hand this 28th day of January A. D. 1928  
W. C. Byrne

Recorded - Feb. 11 - 1928

John C. Emick  
 Notary Public