

MORTGAGE RECORD NO. 63

587

Reg. No. 2204
Fee Paid 2.25

SAWL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this Eleventh day of February in the year of our Lord nineteen hundred twenty eight (¹⁹²⁸) between J. C. Bushong and Helen T. Bushong, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and W. P. Sayre of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of nine hundred & no/100 (\$900.00) 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 part y 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:

Lot numbered seven (7) in University Heights Part Two, according to plat filed November 2, 1909, in office of Register of Deeds said lot being subject to the conditions set out in said plat

(This mortgage being given for part purchase price of said lot)

with all the appurtenances, and all the estate, title and interest of the said part use 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 nine hundred & no/100 according to the terms of note certain note this day executed and delivered by the said J. C. Bushong and Helen T. Bushong, his wife to the said part y of the second part W. P. Sayre

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 part y 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 part y making such sale, on demand, to said J. C. Bushong and Helen T. Bushong, his wife 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

J. C. Bushong (SEAL)
Helen T. Bushong (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 18 day of February A. D. 1928, before me, Frank E. Banks a Notary Public in and for said County and State, came J. C. Bushong and Helen T. Bushong 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 Nov 8 1930 Frank E. Banks Notary Public.

Filed for Record the 18 day of Feb A. D. 1928, at 1:45 o'clock P. M. Geo. 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 hereby agreed to be cancelled.

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

Attest: W. P. Sayre

Recorded Feb 11 1928

Ellis E. Armstrong Register of Deeds

By Ellen Hagard Dye