

# MORTGAGE RECORD NO. 63

591

Reg. No. 3230  
Fee Paid \$1.25

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 27<sup>th</sup> day of February in the year of our Lord nineteen hundred and twenty eight, between Effie L Hess and John W Hess husband and wife of Lawrence Douglas and State of Kansas, of the first part, and Anna Hutson of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five Hundred 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 part y 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:

Begin eight (8) chains and forty (40) links West of Northeast corner of Southeast Quarter (S.E. 4) of Northwest Quarter (N.W. 4) of Section Thirty-six (36) Township Twelve (12), Range Nineteen (19), thence running West fifty-two (52) feet; thence South 46.82 feet; thence East 4 feet; thence South 70 feet; thence East 58 feet; thence North 116.82 feet to place of beginning in Douglas County, Kansas

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 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 Five Hundred (\$500.00) Dollars according to the terms of one promissory note this day executed and delivered by the said parties of the first part to the said part y 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 part y of the second part her 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 parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Effie L Hess (SEAL)  
John W Hess (SEAL)  
(SEAL)

STATE OF Kansas ss. Douglas County  
BE IT REMEMBERED, That on this 27<sup>th</sup> day of February A. D. 1928, before me, Ethel F Mull a Notary Public in and for said County and State, came Effie L Hess and John W Hess, husband and 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 Aug 8 1929 Ethel F Mull Notary Public.  
Filed for Record the 27 day of Feb A. D. 1928, at 3:30 o'clock P. M. Geo E Wellman Register of Deeds.  
Deputy.

The following is enforced on the original instrument.

released at me April day of 1929  
As witness my hand and seal April day of 1929

Attest: