

## MORTGAGE RECORD NO. 63

Reg. No. 9239

Fee Paid \$12.50

SAML DOGOWORTH STATIONERY CO KANSAS CITY MO 64101

This Indenture, Made this 29<sup>th</sup> day of February in the year of our Lord 1928, between William A. Houser and Lizzie Houser, his wife of (Baldwin) in the County of Douglas and State of Kansas, of the first part, and David Heffner of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of \$ Five Thousand - 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 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:

The West Half (W<sup>2</sup>) of the North West Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Twenty Eight (28) Township Fourteen (14) Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William A. Houser and Lizzie Houser 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

Five Thousand -

according to the terms of one certain note this day executed and delivered by the said William A. Houser and Lizzie Houser to the said party of the second part due in ten years with 5% interest per annum payable 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, 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 of the second part, making such sale, on demand, to said William A. Houser and Lizzie Houser 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

William Houser (SEAL)  
Lizzie Houser (SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 29 day of Feb A. D. 1928, before me,

W. M. Clark a Notary Public in and for said County and State, came William A. Houser and Lizzie Houser his wife 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 May 15 1931 W. M. Clark Notary Public.

Filed for Record the 1 day of March A. D. 1928, at 10 o'clock P M.

Ed 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 the file hereby annotated as such.

At witness my hand this 20 day of April A. D. 1928

David Heffner

Received April 27-1928

Ed E. Wellman  
Register of Deeds