

MORTGAGE RECORD NO. 63

Reg. No. 3277  
Fee Paid \$7.50

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64102

This Indenture, Made this 3rd day of January in the year of our Lord 1928 between A. L. Carey and Maude A. Carey his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. S. Jones of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of three thousand (\$3000.00) 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 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 number two hundred eleven (211) on Tennessee 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 A. L. Carey and Maude A. Carey do 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 three thousand Dollars according to the terms of one certain note this day executed and delivered by the said A. L. Carey and Maude A. Carey 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 A. L. Carey and Maude A. Carey 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

A. L. Carey (SEAL)

Maude A. Carey (SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 14 day of January A. D. 1928, before me, Frank E. Banks a Notary Public in and for said County and State, came A. L. Carey and Maude A. Carey 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 Nov. 8 1930

Frank E. Banks Notary Public.

Filed for Record the 10 day of Feb A. D. 1928, at 2 o'clock P.M.

Geo. E. Wellman Register of Deeds.  
Deputy.

For Release see Book 82 page 214.