

Reg. No. 3276  
 Fee Paid \$2.75

## MORTGAGE RECORD NO. 63

SAML. DODD WORTH STATIONERY CO KANSAS CITY MO 64108

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.

At witness my hand this 23 day of Dec. A. D. 1928

Notary Public for Kansas City, Mo.

This Indenture, Made this 3rd day of January in the year of our Lord nineteen hundred twenty eight (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 twenty two hundred seventy nine and 40/100 (\$2279.40) 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 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 his wife 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 save and except a mortgage of \$3000.00 due Jan'y 3rd 1933. This Grant is intended as a Mortgage to secure the payment of the sum of \$ 2279.40 Dollars according to the terms of one certain note this day executed and delivered by the said A. L. Carey and Maude A. Carey his wife to the said parties 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 ies making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand 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  
Douglas County ss.

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 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 Mich

A. D. 1928, at 2 o'clock P. M.

Geo. E. Wellman Register of Deeds.  
Deputy.