

## MORTGAGE RECORD NO. 63

601

Reg. No. 3296  
Fee Paid 2.50

SAMUEL DODD WORTH STATIONERY CO KANSAS CITY MO 64110

This Indenture, Made this 13<sup>th</sup> day of March in the year of our Lord  
eighteen hundred twenty eight (1828) between  
Serenus E. Willey an unmarried man of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
G. B. Jones of the second part:

Witnesseth That the said party of the first part, in consideration of the sum of  
One Thousand DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain,  
 sell and mortgage to the said party 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:  
They South Fifty (50) feet of lots six (6),  
eight (8) and ten (10) in Block forty (40) in  
about part of the City of Lawrence known  
as West Lawrence -

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Serenus E. Willey  
 does hereby covenant and agree that at the delivery hereof he is 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  
One Thousand Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Serenus E. Willey to the said party 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 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 making such sale, on demand, to said

Serenus E. Willey heirs and assigns.  
 IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

Serenus E. Willey (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 13 day of Mar. A. D. 1928, before me,  
Serenus E. Willey, a Notary Public in and for said County and State, came

L. S. 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 Dec 31 1929 J. A. Armstrong Notary Public.

Filed for Record the 16 day of March A. D. 1928, at 10 o'clock A. M.  
G. E. Millman Register of Deeds.  
 Deputy.