

## MORTGAGE RECORD NO. 63

605

Reg. No. 3340  
Fee Paid 4.50

SAM. DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this 24th day of March in the year of our Lord  
nineteen hundred, twenty eight, between  
George M. Scoggin and Eugenia J. Scoggin, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and The Merchants  
Loan and Savings Bank, or assigns of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Eighteen Hundred (\$1800.00) 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 party of the second part its 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 Twenty-four (24) Adams Addition to the  
City of Lawrence - Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
George M. Scoggin and Eugenia J. Scoggin, 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Eighteen Hundred (\$1800.00) Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said George M. Scoggin and Eugenia J. Scoggin 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, its 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  
George M. Scoggin and Eugenia J. Scoggin, their 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

George M. Scoggin (SEAL)  
Eugenia J. Scoggin (SEAL)

STATE OF KansasDouglas ss.

BE IT REMEMBERED, That on this 24th day of March A. D. 1928, before me,  
Frank M. Halliday a Notary Public in and for said County and State, came  
George M. Scoggin and Eugenia J. Scoggin  
his wife to me personally known to be  
L.B. 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 January 21 - 1930 Frank M. Halliday Notary Public.Filed for Record the March 26 day of 1928 A. D. 1928, at 10 o'clock A. M.

The following is endorsed on the original instrument  
 The note herein described has been paid in full, this mortgage is hereby released  
 and the lien thereby created discharged.

As witness my hand this 28th day of October A. D. 1941 Joel E. Millman Register of Deeds.Attest: The First Savings Bank of Lawrence, Kansas W. Arnold A. Beck Deputy.(Copy here) By F. E. Whipple Cashier W. Arnold A. Beck Register of Deeds