

MORTGAGE RECORD NO. 63

615

Reg. No. 3479
Fee Paid 1.00

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64109

This Indenture, Made this 23rd day of May in the year of our Lord 1928 between Edward Drennon and Eva L. Drennon - his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and William Pelz of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Hundred (\$400.00) 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 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:

North-west Quarter (1/4) of Section Twenty Five (25) Township Thirteen (13) Range Thirteen (13) in Douglas County Kansas.

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

do hereby covenant and agree that at the delivery hereof they 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 except one mortgage of \$650.00 made payable to the Farmers Life Insurance Co of Nebraska due in about 3 years drawing 5% interest. This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part William Pelz

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 parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Edward Drennon (SEAL)
Eva L. Drennon (SEAL)
(SEAL)

STATE OF Kansas ss.
Douglas County

BE IT REMEMBERED, That on this 23 day of May A. D. 1928, before me, Myrtle M. Connell a Notary Public in and for said County and State, came Edward Drennon and Eva L. Drennon - 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 Jan 23 - 1931 Myrtle M. Connell Notary Public.

Filed for Record the 25 day of May A. D. 1928, at 9:30 o'clock A.M.
Leola M. Nelson Register of Deeds.
Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 5 day of June 1928

ATTEST:
Leola M. Nelson Register of Deeds