

Reg. No. 3489
Fee Paid 1.00

MORTGAGE RECORD NO. 63

SAUL DOORWORTH STATIONERY CO. KANSAS CITY, MO. 64100

This Indenture, Made this 8 day of May in the year of our Lord
nineteen hundred twenty-eight, between Solomon E. Matney and J. B. Wilson as the guardian of the estate of Maude Matney,
Laurence, in the County of Douglas and State of Kansas, of the first part, and
J. W. Fischer of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Three Hundred and Seventy Five & No/100 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: Part of the Northeast
Fractional 1/4 of Section 2, Township 12, Range 18, Douglas
County, Kansas, described as follows: Beginning at a point 32 rods
8 1/2 feet east from the southwest corner thereof, thence running east
15 rods 12 feet, thence due north to the Kansas River, thence north-
westerly along said river to a point on the north line of said north-
east quarter 32 rods 8 1/2 feet east of the northwest corner of said
northeast quarter, thence due south 160 rods to place by begin-
ning containing 15 1/2 acres more or less 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
Solomon E. Matney
do 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
\$375.00 Dollars
according to the terms of one certain note this day executed
and delivered by the said Solomon E. Matney 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 Solomon E. Matney, his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Solomon E. Matney (SEAL)
J. B. Wilson (SEAL)
Guardian of the Estate (SEAL)
of Maude Matney, insane

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 29th day of May A. D. 1928, before me,
Alberta Johnson a Notary Public in and for said County and State, came
Solomon E. Matney and J. B. Wilson, guardian
of the estate of Maude Matney, insane 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 Aug. 8, 1928 Alberta Johnson Notary Public.

Filed for Record the 1st day of June A. D. 1928 at 9:30 o'clock A. M.

W. E. Wellman Register of Deeds.
Deputy.