

## MORTGAGE RECORD NO. 63

Reg. No. 3542  
Fee Paid 2.50

BANK DODSWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 30<sup>th</sup> day of June in the year of our Lord  
 nineteen hundred and twenty eight (1928), between A. E. Owen and May  
A. Owen his wife of Douglas in the County of  
C. B. Jones and State of Kansas, of the first part, and

of the second part:  
 WITNESSETH That the said parties of the first part, in consideration of the sum of  
One Thousand (\$1000.00) 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 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:

The south seven (7) acres more or less of  
the following described tract of land to-wit:  
Beginning 55 2/3 rods south of the northwest  
corner of the north west 4 of section 12, Town  
ship 13, Range 19, thence east 31 rods & 12  
feet, thence south 45 rods & 6 feet; thence  
west 31 rods & 11 1/2 feet, thence north to  
the point of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
A. E. Owen and May A. Owen his wife  
 do hereby covenant and agree that at the delivery hereof they are 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 save and except one  
mortgage for 3000.00 to same parties of second part

This Grant is intended as a Mortgage to secure the payment of the sum of  
one thousand  
 according to the terms of one certain note this day executed  
 and delivered by the said A. E. Owen and May A. Owen to the said part y 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 y making such sale, on demand, to said A. E.  
Owen and May A. Owen his wife heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

A. E. Owen (SEAL)  
May A. Owen (SEAL)  
 (SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 30<sup>th</sup> day of June A. D. 1928, before me,  
A. G. McClanahan a Notary Public in and for said County and State, came  
A. E. Owen and May A. Owen his wife  
L. L. 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 Apr 20 1929 A. G. McClanahan Notary Public.  
 Filed for Record the 30<sup>th</sup> day of June A. D. 1928, at 1:50 o'clock P. M.  
Geo. E. Wellman Register of Deeds.  
 Deputy.