

MORTGAGE RECORD NO. 63

Reg. No. 3518  
Fee Paid \$1.50

SAUL DODD NORTH STATIONERY CO KANSAS CITY MO 64109

This Indenture, Made this 10<sup>th</sup> day of July in the year of our Lord nineteen hundred twenty eight, between Jesse C. Opperman & Lilly Opperman, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and William A. Opperman & Ella Opperman, his wife of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of \$600.00 Six Hundred Eight & 00/100 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 parties of the second part their 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 Numbered Ninety One (91), in Breezedale, an Addition to the City of Lawrence

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 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 excepting mortgage for \$2000.00 To Lawrence National Bank

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Eight & 00/100 according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties of the second part due in five years after date with interest as specified therein

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 parties of the second part, their 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, their 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

Jesse C. Opperman (SEAL)  
Lilly Opperman (SEAL)

STATE OF Kansas } ss.  
Douglas County }

BE IT REMEMBERED, That on this 11<sup>th</sup> day of July A. D. 1928, before me, The undersigned a Notary Public in and for said County and State, came Jesse C. Opperman & Lilly Opperman, his wife

b. 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 Apr. 1. 25 1931. W. A. School Notary Public.

Filed for Record the 13 day of July A. D. 1928, at 4:25 o'clock P. M. Jsa E. Wellman Register of Deeds. Deputy.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the premises hereby mortgaged are restored to the parties of the first part.  
A. D. 1931  
Jesse C. Opperman  
Lilly Opperman

Recorded Sept. 16. 1928  
Jesse C. Opperman  
Lilly Opperman