

MORTGAGE RECORD NO. 63

5. SAM. DOGSWORTH STATIONERY CO KANSAS CITY NO 5421

Shawnee and State of Kansas, of the first part, and The Robertson Lumber & Manufacturing Company of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of

Twelve Hundred and 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, 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: "the Western half of the NE quarter
of Section 13; Twp. 12, Range 11, lying south of the Lawrence and Topeka road, consisting of
thirty-six and one-half acres, and the north forty-four acres of the SE quarter of Section 13
Twp. 12, Range 11, Douglas County, Kansas. Division line to run due North & South."
#

\$ 1200.00 April 15, 1928 192 —
Eighteen Months after date was promise to pay to The order of The
Robinson Lumber & Manufacturing Co. Twelve Hundred & no/100 --- Dollars
Payable at National Bank of Topeka, Topeka, Kansas. Value received with
interest at 8 per cent per annum.

No. — Due Oct. 15, 1929

...Copy

with ~~the~~ 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same against all claims what soever.

...This Grant is intended as a Mortgage to secure the payment of the sum of.

Twelve Hundred and no/100... Dollars
according to the terms of one certain promissory note this day executed by the said
~~and delivered to~~ Ethel. Phillips and Fred Phillips to the said party of the second part.
Said note being given for the sum of Twelve Hundred and no/100... Dollars, dated April 15,
1928, due and payable in Eighteen months from date hereof, with interest thereon from the date
thereof until paid, according to the terms of said note, thereto attached
and this conveyance shall be void if such payment be made as herein provided. 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, their executors and

_____ or not, at the option of the party of the second part, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; ¹ ~~monies hereby received or not, at the option of the party of the second part, their administrators or assigns~~ 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, ² to said _____.

parties of the first part, their heirs or assigns.
IN ^{testimony} WHEREOF, The said part 105. 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

.....Fred Phillips.....(SEAL)

Ethel Phillips.....(SEAL)

.....(SEAL)

STATE OF Kansas }
Shawnee County..... } ss.

BE IT REMEMBERED, That on this 21st day of July, A. D. 1923, before me,
the undersigned Ethel Phillips and Fred Phillips a Notary Public in and for ^{the} ~~the~~ ^{of} ~~the~~ County and State, came

the same persons who executed the foregoing instrument, ^{within} ~~and~~ ^{of} writing and such persons to me personally known to be

L.S. IN WITNESS WHEREOF, I have hereunto ^{set} ~~subscribed~~ ^{hand} ~~my hand~~ ^{the notary} and affixed my ~~official~~ seal on the day and year last above written.

My Commission Expires.....Nov. 27

Percy A. Capps.....
Notary Public.

Filed for Record the 24 day of July A. D. 1923, at 8⁴⁰ o'clock A. M.
John C. Wellman Clerk of the District Court of Douglas County, Kansas, do hereby certify that a deposition of John C. Wellman Register of Deeds.
 herein recorded was made by said District Court on the 12 day of _____ Deputy.

Witness my hand this 13 day of Jun 1931

ATTEST:
John J. [illegible] 1-18-81
Register of Deeds

in said note, thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or cost shall accrue on account thereof and to keep the said premises insured in a sum of Twelve Thousand and no more Dollars, in some insurance company satisfactory to said mortgagee, and to pay the taxes and necessary penalties, interest and costs, and to insure the same at the expense of the first party of the first part, and to pay the expenses of such repairs and costs and insurance that shall grow the payment thereof to be and however for all time and for all time hereunder, upon the above described premises, and shall bear interest at the rate of ten per cent per annum.

or which may have been paid by the party of the second part and all sums payable by the party of the second part for interest

The following is contained in the original instruments:

19

As witness my hand and seal,

As with

As with