

MORTGAGE RECORD NO. 63 Reg. No. 3614 Fee Paid \$4.25

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 20th day of July in the year of our Lord nineteen hundred Twenty Eight, between Leland B. Wise and Evie L. Wise, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. Martha C. Fox of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seventeen Hundred (\$1700.00) 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 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:

Lot No. Twenty Three (23) in Block No. Sixteen (16) Lane Place 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 Leland B. Wise and Evie L. Wise 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

This Grant is intended as a Mortgage to secure the payment of the sum of Seventeen Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Leland B. Wise and Evie L. Wise to the said party of the second part Mrs. Martha C. Fox

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, 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 party making such sale, on demand, to said Leland B. Wise and Evie L. Wise their 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 Leland B. Wise (SEAL) Evie L. Wise (SEAL)

STATE OF Kansas } ss. Douglas County }

BE IT REMEMBERED, That on this 20th day of July A. D. 1928, before me, M. A. Draper, a Notary Public in and for said County and State, came Leland B. Wise and Evie L. Wise, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged execution of the same.

L.S. 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 March 31st 1930 M. A. Draper Notary Public.

Filed for Record the 1 day of August A. D. 1928, at 3:30 o'clock P. M. J. E. Wellman Register of Deeds.

The following is enclosed on the original instrument: The note herein mentioned having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 19 day of April 1946 Recorded April 22 1946 Attest: Mrs. Martha C. Fox J. Harold G. Beck Register of Deeds