

MORTGAGE RECORD NO. 63

Reg. No. 3615
Fee Paid \$1.75

PAUL DOORWORTH STATIONERY CO. KANSAS CITY, MO. 64103

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

WITNESSETH That the said parties of the first part, in consideration of the sum of
Seven Hundred (\$700.00) 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 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:

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 Except on first
mortgage of Seventeen Hundred (\$1700.00) Dollars payable to Mrs. Martha
C. Fox. This Grant is intended as a Mortgage to secure the payment of the sum of
Seven Hundred (\$700.00) 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
Frank 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, 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
Leland B. Wise and Evie L. Wise 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

Douglas County } ss.

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, husband and wife

L.S.

to me personally known to be
 the same persons 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 March 31st 1930

M. A. Draper

Notary Public.

Filed for Record the 1 day of August A. D. 1928, at 3:15 o'clock P. M.

Robert Wellman Register of Deeds.

Deputy.