

MORTGAGE RECORD NO. 63

641

Reg. No. 3709-
Fee Paid 10 25

EAMLE DODGEWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this Twenty eighth day of August in the year of our Lord nineteen hundred twenty eight, between John R. Dyer and Dorothy L. Dyer his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Lottie H. Dawson of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Thousand, One Hundred 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:

Lots 1-2-and 3 in Block 3, in University Place, an Addition to the City of Lawrence ---

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this Twenty eighth day of May A.D. 1928
John R. Dyer
Lottie H. Dawson

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John R. Dyer and Dorothy L. Dyer, his wife do hereby covenant and agree that at the delivery hereof they are 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 except a first mortgage of Four Thousand Five Hundred Dollars to the Fraternal Aid Union, Lawrence, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of Four Thousand One Hundred Dollars according to the terms of a certain note this day executed and delivered by the said John R. Dyer and Dorothy L. Dyer, his wife to the said party 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 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

John R. Dyer and Dorothy L. Dyer, his wife, 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

John R. Dyer (SEAL)
Dorothy L. Dyer (SEAL)

STATE OF Kansas ss.
Douglas County

BE IT REMEMBERED, That on this 11th day of September A. D. 1928, before me,

the undersigned a Notary Public in and for said County and State, came John R. Dyer and Dorothy L. Dyer his wife 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 March 22- 1930 J. J. Sweeney, Jr. Notary Public.

Filed for Record the 12th day of Sept. A. D. 1928, at 10 o'clock A. M.
Asa E. Wellman Register of Deeds.
Deputy.

Recorded June 17 - 1928

Paul P. Christensen
Register of Deeds