

MORTGAGE RECORD 67

463

State of Kansas)
Douglas County)ss

Be it remembered, That on this 15th day of Nov. A.D. 1926 before me Geo T. Wetzel a Notary Public in and for said county and state came Geo W. Kuhne, cashier to me personally known to be the same person who executed the within release and duly acknowledged the 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.

LS
My commission expires Jan'y. 20, 1928,

Geo T. Wetzel
Notary Public.

From Lester Weber et ux
To G. W. Jones, Guardian
Estate Snel LeVerne Whitzel

MORTGAGE

State of Kansas Douglas Co. ss;
This instrument filed Nov. 16th, 1926,
at 10:25 A. M.

John E. Wellman
Register of Deeds.

Reg. No. 2172
Fee Paid .75

This Indenture, Made this 18th day of October in the year of our Lord nineteen hundred twenty six (1926) between Mrs. Lois McKenzie Weber (nee Lois McKenzie) and Lester Weber her husband, also of Douglas and State of Kansas of the first part and --- G. W. Jones as Guardian of the estate of --- Snel La Verne Whitzel, a minor, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred (\$300.00) Dollars ---- to them duly paid, the receipt of which is hereby acknowledged do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises 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 Number One (1) and the north half (1/2) of lot number two (2) Block Number eleven (11) in Lane Place, 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 Mrs Lois McKenzie Weber and Lester Weber her husband also Mrs Ada Alice McKenzie 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.

This grant is intended as a mortgage to secure the payment of the sum of three (\$300.00) Dollars ---- according to the terms of one certain note this day executed and delivered by the said Lois McKenzie Weber and Lester Weber, her husband also Mrs Ada Alice McKenzie 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand, to said Lois McKenzie Weber and Lester Weber, her husband, and Mrs Ada Alice McKenzie, 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.

Lois McKenzie Weber
in the presence of:-

Lois McKenzie Weber (Seal)
Lester Weber (Seal)
Mrs Ada Alice McKenzie (Seal)

State of Washington)ss;
King County)ss;

Be It Remembered That on this 10th day of November A.D. 1926 before me, Horace W. Hall a Notary Public in and for said County and State, came Lois McKenzie Weber and Lester Weber, her husband to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the 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.

LS.
My Commission expires December 10, 1926

Horace W. Hall, Notary Public.

State of Kansas)
County of Douglas: Nov. 15-1926 Came Mrs Ada Alice McKenzie. Subscribed and sworn to before me,
LS. My Comm. expires Aug. 1930. Anna H. Martindale
Notary Public

State of Washington,) (The following is attached to original)
County of King)ss; No. 23203.

I, George A. Grant, County Clerk of King County, and ex-officio Clerk of the Superior Court of the State of Washington, for the County of King, the same being a Court of Record, do hereby certify that --Horace W. Hall-- the person whose name is subscribed to the annexed acknowledgement, certificate of proof or affidavit, and before whom the same was taken, was at the date thereof, and is now a Notary in and for the said State, duly appointed and commissioned; that by virtue of his said office, he is authorized to take acknowledgements and proofs of deeds or conveyances of lands, tenements and hereditaments situate, lying and being in said State of Washington, and to administer oaths.

I do further certify that I am acquainted with the handwriting of the said Notary Public and verily believe the name subscribed to the said annexed acknowledgement, certificate of proof or affidavit, is his proper and genuine signature, and that the same is executed according to the laws of the State of Washington.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at Seattle, King County, Washington, this 10th day of November, A.D. 1926.

LS. George A. Grant, Clerk,
By - M.W. Runind, Deputy.