

Reg Fee #158 750

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

As witness my hand this 16th day of January A.D. 1926  
Le Dora Grace Lupton Miley  
Annely Le Dora Grace Lupton  
Attest:  
Robert D Miley

Recorded Feb. 3 - 1926  
Jas E. Wellman  
Register of Deeds

This Indenture, Made this 1st day of April in the year of our Lord nineteen hundred twenty-two between Francis P. Proctor and Allene H. Proctor of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Le Dora Grace Lupton of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Three thousand and no/100 DOLLARS, to the 1st duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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: Lot Two (2) Block Thirteen (13), Second Second Addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said part 2nd of the first part 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 thousand Dollars according to the terms of certain note this day executed and delivered by the said part 1st of the first part to the said part 2nd 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 payment, 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 part 2nd of the second part, their 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 part 1st of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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 Francis P. Proctor (SEAL) Allene H. Proctor (SEAL)

STATE OF Kansas } ss. Douglas County } BE IT REMEMBERED, That on this 20th day of April A. D. 1922, before me, Frank M. Holliday a Notary Public in and for said County and State, came Francis P. Proctor and Allene H. Proctor 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 January 21 - 1926 Frank M. Holliday Notary Public

Filed for Record the 21 day of April A. D. 1922 at 11:25 o'clock A.M. E. C. Northrup Register of Deeds E. C. Northrup Deputy