

MORTGAGE RECORD 67

177

SAW. DOGS WORTH STATIONERY CO KANSAS CITY MO. 74114

From
L. M. Lindley

RELEASE OF MORTGAGE

To
Wm. Harvey et ux

State of Kansas Douglas Co. ss;
This instrument was filed for record
Aug. 3rd 1925 at 10:30 A.M.

Ida E. Wellman
Register of Deeds.

Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage made by William Harvey and Mary Harvey to L.M. Lindley dated the 27th day of October A.D. 1923 which is recorded on book 63 of mortgages page 214 of the records of Douglas County Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 29th day of May A.D. 1925.

State of Kansas,
Douglas County. {SS.

L.M. Lindley

Be It Remembered That on this 29th day of May A.D. 1925 before me the undersigned a Notary Public in and for the county and State aforesaid came L.M. Lindley who is personally known to me and he acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

L.S.
Notary Public
Term expires April 4th 1926.

C.F. Richards,

From
Ida M. Hackney
To
John H. Tucker.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Aug. 3, 1925, At 11:40 A.M.

Ida E. Wellman
Register of Deeds.

This Indenture, Made this first day of August 1925, between Ida M. Hackney, a widow, of Douglas County in the State of Kansas, of the first part and John H. Tucker of Douglas County in the State of Kansas, of the second part:

Witnesseth, That the said party of the first part in consideration of the sum of one Hundred and thirty five Dollars the receipt of which is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot numbered two hundred and twenty nine (229) on Ohio street in the City of Lawrence, Douglas County, Kansas.

To Have and To Hold, The Same, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

Provided Always, And these presents are upon this express condition, that whereas said Ida M. Hackney has this day executed and delivered one certain promissory note to said party of the second part for the sum of One hundred and thirty five Dollars, bearing even date herewith, payable at the Merchants National Bank Kansas, in equal installments of fifteen Dollars each, the first installment payable on the first day of September 1925, the second installment on the first day of October 1925, the third installment on the first day of November 1925 and one installment on the first days of each month thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of 10 per cent from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Ida M. Hackney shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the note, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums of money and interest thereon shall, by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said party of the first part for herself and her heirs do hereby covenant to and with the said party of the second part executors, administrators or assigns, that she is lawfully seized in fee of said premises and has good right to sell and convey the same, that said premises are free and clear of all incumbrances, except one certain mortgage executed on July 30 1925 to Emma F. Wells in the sum of \$2,100 payable on or before August 1, 1930. And that she will and her heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Ida M. Hackney.

Attest:

State of Kansas,
Douglas County. {SS.

Be It Remembered, That on this 1st day of August A.D. 1925 before me, a Notary Public in and for said county and State came Ida M. Hackney, a widow, 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.

L.S.
My Commission expires April 10, 1927.

A.F. Flinn
Notary Public

The following is enforced 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 February A.D. 1926
John H. Tucker
Attest:
Ida E. Wellman
Register of Deeds