

MORTGAGE RECORD 72

Reg. Tax 3773

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Fee Pd 1.75

Stephen Dimery et ux

This instrument was filed for record on the 16th day of

Oct. A. D., 1928, At 10:00 A. M.

TO

Fred E. Wellman

Register of Deeds.

Fred R. Cowles

By

Deputy.

THIS INDENTURE, Made this Fifteenth day of October in the year of our Lord nineteen hundred Twenty eight between Stephen Dimery and Minnie Dimery, his wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Fred R. Cowles

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Seven Hundred & No/100 (\$700.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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 Numbered One Hundred Forty Nine (149) on New Jersey
Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part

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 Seven Hundred & No/100

This grant is intended as a mortgage to secure the payment of the sum of

Seven Hundred & No/100

Dollars, according to the terms of

one certain note

this day executed and delivered by the said

Stephen Dimery and Minnie Dimery, his wife,

to the said part y 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 part y 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said

Stephen Dimery

heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Stephen Dimery

(SEAL)

Minnie Dimery

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 16 day of October

A. D. 1928 before me

Frank E. Banks

a Notary Public in and for said County and State,

came

Stephen Dimery and Minnie Dimery, his wife,

L.S.

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 November 8, 1930 xix Frank E. Banks. Notary Public.

My Commission expires

RELEASE.

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 twelfth day of October

A. D. 1929

ATTEST:

Fred R. Cowles

This Release was written on the original Mortgage entered this 16th day of October 1928
Frank E. Banks
Reg. of Deeds.

FRONT

MISCELLANEOUS