

## MORTGAGE RECORD 72

Reg. No. 184  
Rec. Paid 2.22

FROM

Charles S. Barker

TO

Anne L. Hutson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of  
May A. D. 1937 At 3:10 P. M.*Chas. S. Barker*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 2nd day of May in the year of our Lord nineteen hundred  
twenty nine between  
Charles S. Barker, a widower

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Anne L. Hutson

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of

Eight Hundred and no/100

DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do as 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:

The North twenty two and one half (22½) feet of the north forty-five (45) feet  
of lot number Fifty three (53) Vermont Street, Lawrence Kansas.

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

do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted,  
and seised 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

Eight Hundred (\$800.00)

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Charles S. Barker

to the said party of the second part due in five years with interest at the rate of 7½ per annum,

interest payable semi-annually 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 cost 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 party of the first part his

heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year  
first above written.

Signed, sealed and delivered in presence of

Charles S. Barker (SEAL)

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.BE IT REMEMBERED, That on this 2 day of May

A. D. 1937 before me Leta F. Kennedy a Notary Public in and for said County and State,  
came Charles S. Barker, a widower

Legal Seal to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution  
of the same.

My Commission expires written, January 18, 1932 19 Leta F. Kennedy Notary Public.

## 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 21st day of September A. D. 1937

ATTEST:

*John A. Belworth*

This mortgage  
was written  
in the original  
Mortgage  
book entered  
this day of  
September  
1937  
John A. Belworth  
Reg. of Deeds

For assignment see 80-35