

MORTGAGE RECORD 72

343

SAUL GOODENORTH STATIONERY CO KANSAS CITY MO 64108

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Lea Drebing	This instrument was filed for record on the 13 day of February A. D., 1929, At 10:10 A. M.
TO	<i>Elmer C. Armstrong</i> Register of Deeds.
William Simon	By Deputy.

Reg. No. 40
Fee Paid 7.50

THIS INDENTURE, Made this 9th day of February in the year of our Lord nineteen hundred twenty-nine between Lea Drebing

of Lawrence in the County of Douglas and State of Kansas of the first part, and William Simon of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of Three thousand (\$3000.00) DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has 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 Number two (2) in Block number twenty-eight (28) Quivern Place an Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is 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

This grant is intended as a mortgage to secure the payment of the sum of Three thousand (\$3000.00) Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said party of the first part, her heirs and assigns

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

Signed, sealed and delivered in presence of Lea Drebing (SEAL)

STATE OF KANSAS,	ss.
COUNTY OF Douglas	BE IT REMEMBERED, That on this 9th day of February A. D. 1929 before me M. A. Draper a Notary Public in and for said County and State, came Lea Drebing to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
Legal Seal	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 March 31 1930	M. A. Draper 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 October A. D. 1930

W.A. Simon

In witness whereof I have hereunto set my hand and seal the day and year first above written.

1929
 Oct 21
 W.A. Simon
 Notary Public