

# MORTGAGE RECORD 72

369

SANIT DOORWORTH STATIONERY CO KANSAS CITY MO 64108

FROM  
Jane Liebig Griffiths and John F. Griffiths  
TO  
J. R. Holmes Investment Company of Lawrence Kansas By *Ellen E. Armstrong*  
Register of Deeds  
Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 7 day of August A. D. 1929, At 3:39 P. M.

Reg. No. 521  
Fee Paid \$2.00

THIS INDENTURE, Made this 2nd day of August in the year of our Lord nineteen hundred twenty nine between Jane Liebig Griffiths and John F. Griffiths of Los Angeles in the County of Los Angeles and State of California of the first part, and The J. R. Holmes Investment Company of Lawrence, Kansas of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One thousand and no/100 DOLLARS to them 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 its 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 six (6) feet of Lot (12) twelve in Block six (6) of Babcock's Addition to the City of Lawrence; also beginning at the Northeast corner of Lot 12 in Block 6 of Babcock's Addition to the City of Lawrence thence running North on the West line of Kentucky Street in said City seventeen (17) feet more or less, thence West one hundred twenty five (125) feet thence south seventeen (17) feet more or less to the Northwest corner of the aforesaid Lot 12, thence East along the North line of said Lot 12 one hundred twenty five (125) feet to the place of beginning; also the south twenty seven (27) feet of Lot four (4) in Parker 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 Jane Liebig Griffiths and John F. Griffiths 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 whatsoever.

This grant is intended as a mortgage to secure the payment of the sum of one thousand Dollars, according to the terms of one certain Note this day executed and delivered by the said Jane Liebig Griffiths and John F. Griffiths to the said part 2nd of the second part due and payable two years from date hereof and bearing interest at

the rate of 6 per cent per annum. 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 2nd of the second part its 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 thereof 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 2nd making such sale, on demand, to said party of the first part heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal on the day and year first above written.  
Signed, sealed and delivered in presence of Jane Liebig Griffiths (SEAL)  
John F. Griffiths (SEAL)

STATE OF California  
COUNTY OF Santa Clara ss.  
A. D. 1929 before me Geo. H. Bentley a Notary Public in and for said County and State, came Jane Liebig Griffiths and John F. Griffiths her husband.  
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.  
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 Mar. 21/30 19 Geo. H. Bentley 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 4 day of February A. D. 1929.  
ATTEST: C.B. Holmes Secretary The J.R. Holmes Investment Co.  
Corp. Seal By J.R. Holmes President

This instrument was written on the original Mortgage entered this 7th day of August 1929  
*Ellen E. Armstrong*  
Reg. of Deeds  
Deputy