

# MORTGAGE RECORD 72

379

SANL DOGSEWORTH STATIONERY CO KANSAS CITY MO 64108

FROM Nelson Green & Wife. TO John Schleifer	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 23 day of Sept. A.D., 1929, At 10:00 A.M. <i>Edw. C. Amending</i> By _____ Register of Deeds. Deputy.
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Reg. No. 326  
Rec. Fee 250

THIS INDENTURE, Made this 21st day of September in the year of our Lord nineteen hundred and Twenty nine between Nelson Green and Laura Lee Green, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and John Schleifer of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One thousand (\$1000.00) 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 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 Eighty-five (85) on Rhode Island Street in the City of Lawrence, Douglas County, 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 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 except a first mortgage of \$1500. due John Schleifer.

This grant is intended as a mortgage to secure the payment of the sum of 1000.00 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part Nelson Green and Laura Lee Green to the said part 2nd of the second part John Schleifer, said note drawing 7 1/2 interest, due in three years, 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 be, be absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2nd 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 2nd of the second part making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.  
Signed, sealed and delivered in presence of Nelson Green (SEAL)  
Laura Lee Green (SEAL)

STATE OF KANSAS, ) ss.  
COUNTY OF Douglas ) BE IT REMEMBERED, That on this 21st day of September A. D. 1929 before me Myrtle McConnell, a Notary Public in and for said County and State, came Nelson Green and Laura Lee Green his wife, 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 Jan 23 1931 19 Myrtle McConnell 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 25 day of July A. D. 1930.  
ATTEST: *John S. Schleifer*

This Release was written in the original mortgage, entered this 26 day of July 1930.  
*Edw. C. Amending*  
Reg. of Deeds