

MORTGAGE RECORD 72

389

Rec. No. 421
\$ 3.40

SAUL BODSWORTH STATIONERY CO KANSAS CITY MO 64108

FROM

Harl R. Rogers and Ruth Rogers
TO

Emma S. Bennett

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of Nov. A. D. 1929, At 3:50 P. M.

Eva E. Armstrong

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 17th day of September in the year of our Lord nineteen hundred twenty nine between Harl R. Rogers and Ruth Rogers his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Emma S. Bennett of the same place

WITNESSETH, That the said part ies. of the first part, in consideration of the sum of

Fourteen Hundred and No/100

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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:

House and Lot number One Hundred and Thirty Nine (139) Pennsylvania 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

party of the first part

do es. 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 this said note and mortgage

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

Dollars, according to the terms of

one certain note this day executed and delivered by the said

parties of the first part

to the said part y of the second part and due in six years, interest 8 per cent semi-annualy

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 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 part y making such sale, on demand, to said

Harl R. Rogers and Ruth Rogers, his wife their heirs and assigns

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

Signed, sealed and delivered in presence of

Harl R. Rogers (SEAL)

Ruth Rogers (SEAL)

STATE OF KANSAS,

COUNTY OF ****
A. D. 19 29 before me Eva H. Neville

BE IT REMEMBERED, That on this 17th day of Sept. a Notary Public in and for said County and State,

name Harl R. Rogers and Ruth Rogers 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 Oct. 14 19 29 Eva H. Neville Notary Public.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: A: Witness my hand, this 14 day of June A. D. 19 27

Emma S. Bennett

This release was written on the original mortgage entered this 16 day of June 1927
H. H. Olson
Reg. of Deeds
Deputy