

MORTGAGE RECORD 72

391

Ex. No. 517
 Rec. Paid 78 22

FROM
 J. W. Austill and Ida Austill
 TO
 C. S. Hagerman

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 14 day of
 Dec. A. D. 1929, At 4:55 P. M.
Eli E. Armstrong
 Register of Deeds.
 Deputy.

THIS INDENTURE, Made this Eleventh day of December in the year of our Lord nineteen hundred
and twenty-nine (1929) between
J. W. Austill and Ida Austill, his wife
 of Lawrence in the County of Douglas and State of Kansas
 of the first part, and C. S. Hagerman
 of Lawrence, Kansas of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Three Thousand Three Hundred (\$3,300.00) DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Numbered Twenty-three (23) on Ohio Street, in the City of Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 owners 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
Thirty-three 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 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 overplus,
 if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part, their
heirs and assigns

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

Signed, sealed and delivered in presence of
J. W. Austill (SEAL)
Ida Austill (SEAL)

STATE OF KANSAS,
 COUNTY OF Douglas } ss.
 BE IT REMEMBERED, That on this 11 day of December
 A. D. 1929 before me the undersigned a Notary Public in and for said County and State,
 came J. W. Austill and Ida Austill, his wife
 to me personally known to be the same persons 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
 My Commission expires Sept. 21 1931 M. E. Gill 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 13th day of July A. D. 1934
 ATTENT: C. S. Hagerman

This Release
 was written
 on the original
 mortgage and
 entered
 this 13th day
 of July
 1934
Eli E. Armstrong
 Reg. of Deeds.
 Douglas County