

# MORTGAGE RECORD 72

401

SMALL DODGEMOUTH STATIONERY CO KANSAS CITY MO 64108

FROM:

Menger, L. H. & wife  
TO

Welch, Gertrude E.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of Feb. A. D., 1930, At 10:30 A. M.

*E. C. Anderson*

Register of Deeds.  
Deputy.

THIS INDENTURE, Made this twenty-fifth day of February in the year of our Lord nineteen hundred thirty (1930) between L. H. Menger and Hettie Menger, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Gertrude E. Welch  
Of Lawrence Kansas of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Six Thousand Five Hundred (\$6,500.00) 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 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:

Lots Numbered Ten (10), Eleven (11) and Twelve (12), in Block Numbered Six (6) of Lane's First Addition to 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 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 Six Thousand Five 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 due according to its terms

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 parties of the first part their heirs and assigns

IN WITNESS WHEREOF, The said part ies 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 L. H. Menger (SEAL)  
Hettie Menger (SEAL)

STATE OF KANSAS,  
COUNTY OF Douglas BE IT REMEMBERED, That on this 25 day of Feb. A. D. 1930 before me Leta F. Kennedy a Notary Public in and for said County and State, came L. H. Menger and Hettie Menger, 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 written.  
My Commission expires Jan. 13 1932 Leta F. Kennedy 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 8th day of November A. D. 1937

ATTEST: *A. J. Anderson*

For Original see Book 83 page 178.

This Release was written on the original Mortgage entered this 2nd day of November 1937  
*Harold A. Smith*  
Reg. of Deeds.  
Deputy