

SAML BODENWORTH STATIONERY CO KANSAS CITY MO 64129

Eeg.
Fee H

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

Harold E. Eberhart and Estella Hausman Eberhart his wife March A. D., 1930, At 1:25 P. M.

M. R. Gill

By _____

Register of Deeds.
Deputy.

THIS INDENTURE, Made this Fifth day of March in the year of our Lord nineteen hundred Thirty between

Harold E. Eberhart and Estella Hausman Eberhart his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and M. R. Gill

party _____ of the second part.

WITNESSETH, That the said part ten of the first part, in consideration of the sum of Twelve Hundred Fifty 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 Number Fourteen (14) in Block Number Three (3) in Haskell Place in the City of Lawrence,
Douglas, County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part. les. 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 Twelve Hundred fifty

...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 One Certain Note payable March 1st, 1935

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 & seal & the day and year first above written.

Signed, sealed and delivered in presence of Estella Hausman Eberhart (SEAL)

Jennie Watt _____ Harold E. Eberhart _____ (SEAL)

STATE OF KANSAS,
COUNTY OF Douglas } ss.
A. D. 19 30 before me Jennie Watt }
BE IT REMEMBERED, That on this 5th day of March, 1930, Jennie Watt, a Notary Public in and for said County and State.

came Estella Hausman Eberhart and Harold E. Eberhart
to me personally known to be the same persons who executed the foregoing instrument, of writing and duly acknowledged the execution
Legal Seal 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. March 30 19 32 Jennie Watt 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 3rd day of January, A. D. 19 33

ATTEST:
Donald Helteam
R.C. Wilburn

M. R. Gill

This Release
 was written
 by the original
 author.
 3 Jan
 1973
 Elliot E. Orr
 Eng. of Under
 Ground