

## MORTGAGE RECORD 72

SAML DOUGLASS STATIONERY CO. KANSAS CITY MO 64108

117-20-236  
117-20-236  
✓

FROM  
Basil A. Green and Jessie Leona Green, his wife,  
TO  
David K. Rice and Emily M. Rice.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 22nd day of  
August A.D. 1930, At 2:35 P. M.  
*Alvin E. Armstrong*  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 21st day of August in the year of our Lord nineteen hundred  
Thirty between  
Basil A. Green and Jessie Leona Green, his wife,  
of Lawrence in the County of Douglas and State of Kansas  
of the first part, and David K. Rice and Emily M. Rice  
of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of  
Five Thousand & no/100 (\$5000.00) 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 party 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:

Beginning at the Southeast corner of the North 60 acres of the South east Quarter of  
Section 35, Township 12, Range 19, thence West along the South boundary of said 60 acres, 100 rods,  
thence North 16 rods, thence East 100 rods to the East boundary of said 60 acres, thence South  
along said boundary 16 rods to the place of beginning, containing 10 acres in 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

This grant is intended as a mortgage to secure the payment of the sum of  
Five Thousand & no/100 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

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

Basil A. Green (SEAL)  
Jessie Leona Green (SEAL)

STATE OF KANSAS,  
COUNTY OF Douglas ss.  
BE IT REMEMBERED, That on this 21st day of August  
A.D. 1930 before me the undersigned a Notary Public in and for said County and State,  
came Basil A. Green and Jessie Leona 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 Dec 30 1932 Bernice E. Jones 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 day of A.D. 19

ATTEST:

See Return see Book 13 pages 530-531