

MORTGAGE RECORD 72

SOUTH DUCARD WITH ATTACHED DEED TO KANSAS CITY NO 2001

Rep. No. 922
Fee Paid \$1.20

FROM

Carroll Pontius and wife
TO

George T. Herrington

STATE OF KANSAS, DOUGLAS COUNTY, KS.

This instrument was filed for record on the 3 day of
Sept. A. D. 19 30, At 8:35 A. M.

Elin E. Armstrong

Register of Deeds.
Deputy.THIS INDENTURE, Made this 31st day of July in the year of our Lord nineteen hundred
thirty between

Carroll Pontius and his wife Lois Pontius

of Lawrence in the County of Douglas and State of Kansas
of the first part, and George T. Herrington

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Five Hundred and no/100

DOLLAR

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:

The South Half of Lots No. Sixty Two (62) and Sixty Four (64) in Block No. Fifty Six (56) in that part of the City of Lawrence, known as West Lawrence, Douglas County, Kansas. It is hereby mutually agreed and understood that if the taxes accruing upon the real estate covered by this mortgage, subsequent to the year 1929 be not paid by the mortgagors herein, before said real estate shall be sold therefor, if the buildings on said real estate be not kept insured by said mortgagors in the sum of \$2000.00, or if the monthly payments upon the first mortgage in favor of the Douglas County Building and Loan Association upon said real estate be not paid when due, then this mortgage shall immediately become due and payable and the mortgagors herein may proceed to foreclose the same.

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

except a first mortgage of \$1500.00 to the Douglas County Building and Loan Association

This grant is intended as a mortgage to secure the payment of the sum of Five Hundred and 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 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 hands and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Carroll Pontius (SEAL)

Lois Pontius (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 31st day of July

A. D. 19 30 before me John C. Enick a Notary Public in and for said County and State,

came Carroll Pontius and his wife, Lois Pontius

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 January 13, 1932

19

John C. Enick

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

ATTENT: