

MORTGAGE RECORD 72

BANK OF KANSAS STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of Sept. A.D. 19 30, At 4:30 P. M.

Rep. No. 210
Pet. No. 22.22

Luther A. Gustafson and wife

E. E. Johnson

Register of Deeds.

F. Ellis Johnson

By

Deputy.

THIS INDENTURE, Made this 15th day of September in the year of our Lord nineteen hundred thirty between

Luther A. Gustafson and Alice M. Gustafson, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and F. Ellis Johnson

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of

Thirty-seven Hundred Fifty & no/100 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 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 a point on the East line of Barker Avenue 880 feet South of the NW corner of the NE $\frac{1}{4}$ of Section 6 Township 13, Range 20 thence South 104 feet more or less to the North line of the Roadway described in the deed recorded in Book 109 Page 373 of the records of Douglas County, Kansas, thence East on the North side of said roadway 75 feet, thence North 104 feet more or less to a point 75 feet East of the point of beginning thence West 75 feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

Luther A. Gustafson and Alice M. Gustafson, his wife

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 Thirty-seven 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

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 of 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 surplus, 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 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

Luther A. Gustafson

(SEAL)

Alice M. Gustafson

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 19th day of September

A. D. 19 30 before me the undersigned a Notary Public in and for said County and State,

came Luther A. Gustafson and Alice M. Gustafson, 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. 29

19 32

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 29 day of November A. D. 1937

ATTEST:

J. R. Lysons
*E. E. Lysons**F. Ellis Johnson*

This Release was written on the original mortgage entered the 29th day of November 1937
David A. Rake
 Reg. of Deeds
 Deputy