

## MORTGAGE RECORD 72

ELECTED NOTARY PUBLIC FOR DOUGLAS COUNTY, KANSAS

FROM

Minnie M. Collins

TO

E. D. Kinney

STATE OF KANSAS, DOUGLAS COUNTY, K.

This instrument was filed for record on the 6 day of Nov. A. D. 1930, At 2:40 P. M.

*E. D. Kinney*Register of Deeds,  
Deputy.Reg. No. 1000  
File No. 2200

THIS INDENTURE, Made this 6th day of November in the year of our Lord nineteen hundred thirty between

Minnie M. Collins, a widow

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Edward D. Kinney of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of One Thousand and no/100

DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do es 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 Sixty (60) feet of Lot Numbered One (1) in Block Seven (7) in Babcocks Addition to the City of Lawrence

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

Minnie M. Collins

do es hereby covenant and agree that at the delivery hereof she is 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 excepting one mortgage of \$4,000.00 dated November 6, 1930 to the Douglas County Building and Loan Association

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

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Minnie M. Collins

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 making such sale, on demand, to said

heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Minnie M. Collins (SEAL)

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 6th day of November

A. D. 1930 before me John C. Emick

a Notary Public in and for said County and State,

came Minnie M. Collins, a widow

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 January 13th

19 32

John C. Emick

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 29th day of May A. D. 1933

ATTEST:

*Edward D. Kinney*This Release was written on the original mortgage and entered into the day of May 1933  
*E. D. Kinney*  
Reg. of Deeds