

MORTGAGE RECORD 72

SMALL DOCUMENT STATE DEPT. CO. KANSAS CITY, MO. 25028

Reg. No. 1146

Fee Paid \$1.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of Jan. A. D. 19 31, At 1:40 P. M.

D. C. Farmer a widower

TO

G. W. Jones as guardian

By

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 7th day of January in the year of our Lord nineteen hundred thirty one (1931) between
Daniel C. Farmer a widower

of Lawrence in the County of Douglas and State of Kansas
of the first part, and G. W. Jones as Guardian of the Estate of Suel La Verne Whittel a minor

of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Five hundred eighty (\$580.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he 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 twenty one (21) on Connecticut Street in 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 Daniel C. Farmer do hereby covenant and agree that at the delivery hereof he 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

This grant is intended as a mortgage to secure the payment of the sum of Five Hundred eighty Dollars, according to the terms of two certain notes this day executed and delivered by the said Daniel C. Farmer 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 Daniel C. Farmer his heirs and assigns

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

Signed, sealed and delivered in presence of

Daniel C. Farmer (SEAL)
(SEAL)

STATE OF KANSAS, } ss.
COUNTY OF Douglas } BE IT REMEMBERED, That on this 7th day of Jan'y A. D. 19 31 before me Geo. W. Kuhne a Notary Public in and for said County and State, came Daniel C. Farmer 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 written. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above My Commission expires Jan. 25 19 34 Geo. W. Kuhne 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:

JULIA C. LACHMAN, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 26 day of Jan'y 1931, and that this same is duly recorded in Journal 293 at page 61. Witness my hand this 24 day of Feb'y 1931. Clerk District Court