

MORTGAGE RECORD 72

459

FROM
Ethel Dick Sorey and husband
TO
Harry Dick, Executor of the Will of Nellie E. Dick

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 10 day of January A. D. 19 31, at 10:35 A. M.
E. E. Armstrong
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 10th day of January in the year of our Lord nineteen hundred and thirty-one between
Ethel Dick Sorey and V. Lee Sorey, Jr. her husband
of Kansas City in the County of Jackson and State of Missouri
of the first part, and Harry Dick, Executor of the Last Will and Testament of Nellie E. Dick, deceased of Lawrence, Kansas. of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seven Thousand Seven Hundred Fifty (\$7,750.00) 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 part 2nd 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 undivided one-half interest in and to the South One-half (S $\frac{1}{2}$) of Lot Numbered Forty-three (43) on Massachusetts Street, City of Lawrence, 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 owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage for Ten Thousand Dollars to the Central Trust Company of Topeka, Kansas.

This grant is intended as a mortgage to secure the payment of the sum of Seven Thousand 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 2nd 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 2nd 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 1st making such sale, on demand, to said party of the first part his heirs and assigns

IN WITNESS WHEREOF, The said part 1st 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
Ethel Dick Sorey (SEAL)
M. Lee Sorey Jr. (SEAL)

STATE OF KANSAS,
COUNTY OF Douglas } ss.
A. D. 19 31 before me Maud Smith a Notary Public in and for said County and State,
came Ethel Dick Sorey and M. Lee Sorey Jr. her husband 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 March 3rd 1934 Maud Smith 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 17th day of Sept A. D. 19 31.

ATTEST:

Harry Dick
Executor of Nellie E. Dick's Will

This Release was written on the original Mortgage entered this 10th day of Sept 1931
E. E. Armstrong
Reg. of Deeds.
Douglas