

MORTGAGE RECORD 72

BANK, DODGEWORTH STATIONERY CO. KANSAS CITY, MO. 64108

FROM
 Bertha Banker et vir
 TO
 James O. Scott

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 7 day of
 Feb. A. D. 1931, At 4:45 P. M.
Eric C. Cunningham
 Register of Deeds.
 By Deputy.

Reg. No. 1196
 Fee Paid \$1.00

THIS INDENTURE, Made this 29th day of January in the year of our Lord nineteen hundred thirty-one between
 Bertha Banker and Charles P. Banker, her husband
 of Baldwin in the County of Douglas and State of Kansas
 of the first part, and James O. Scott

of the second part.
 WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
 Four Hundred and 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 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:

Lot Thirty-eight (38) in Block Two (2) in Belmont, an addition to the City
 of Lawrence, 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
 grantors
 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 Four Hundred and no/100 Dollars, according to the terms of
 one certain note this day executed and delivered by the said
 Bertha Banker and Charles P. Banker
 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 2nd making such sale, on demand, to said
 Bertha Banker and Charles P. Banker their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year
 first above written.
 Signed, sealed and delivered in presence of
 W. O. Gibbon Bertha Banker (SEAL)
 Charles P. Banker (SEAL)

STATE OF KANSAS,
 COUNTY OF Douglas ss.
 A. D. 1931 before me W. O. Gibbon a Notary Public in and for said County and State,
 came Bertha Banker and Charles P. Banker, 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 July 22 1933 W. O. Gibbon 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 26th day of July A. D. 1934
 ATTEST: *James O. Scott*

This Release
 was written
 in the original
 of the
 mortgage
 prepared
 this 26th day
 of July
 1934
Eric C. Cunningham
 Reg. of Deeds.
 Deputy