

MORTGAGE RECORD 72

FROM
Leland B. Wise and wife
TO
Mrs. Martha C. Fox

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of Feb. A. D. 1931, At 2:20 P. M.
E. E. Cunningham
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 28th day of February in the year of our Lord nineteen hundred thirty one between Leland B. Wise and Evie L. Wise, Husband and Wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Martha C. Fox of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Two Thousand (\$2,000.) 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 her 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 Fifty (50) feet of the East One Hundred Eighty One and 2/10 (181.2) feet, (less the East Fifty (50) feet thereof, said East Fifty (50) feet being deeded to Douglas County for a street) of Lot No. Six (6) in Block No. Four (4) in South Lawrence, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Leland B. Wise and Evie L. Wise 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 Two Thousand (\$2,000.) Dollars, according to the terms of one certain Note this day executed and delivered by the said Leland B. Wise and Evie L. Wise 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 her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner provided 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 Leland B. Wise and Evie L. Wise their heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal on the day and year first above written.
Signed, sealed and delivered in presence of
Evie L. Wise (SEAL)
Leland B. Wise (SEAL)

STATE OF KANSAS,) ss.
COUNTY OF Douglas)
BE IT REMEMBERED, That on this 28th day of February A. D. 1931 before me L. E. Eby a Notary Public in and for said County and State, came Leland B. Wise and Evie L. Wise his wife to me personally known to be the same persons 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 April 21, 1934 L. E. Eby 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 4th day of January A. D. 1934
ATTEST: Martha C. Fox

Doc. No. 1234
Page 5

This Release was written on this original hereof and is signed by the Notary Public on the 4th day of January A. D. 1934
E. E. Cunningham