

MORTGAGE RECORD 72

SAV. DEPOSIT STATIONERY CO. KANSAS CITY, MO. 64101

Reg. No. 1261
File No. 126

FROM

H. H. Herren and wife
TO

W. E. Spalding

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of
March A. D. 19 31. At 3:10 P. M.*E. C. Combs*Register of Deeds.
Deputy.THIS INDENTURE, Made this first day of March in the year of our Lord nineteen hundred
thirty one between

H. H. Herren and Mamie Herren man and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and W. E. Spalding

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Twenty Five Hundred and 00/100 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 sixty three (63) Ohio Street in 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
H. H. Herren and Mamie Herren man and wife
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
Twenty Five Hundred Dollars, according to the terms of
or certain note this day executed and delivered by the said
H. H. Herren and Mamie Herren man and wife
to the said part 2nd of the second part W. E. Spaldingand 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
H. H. Herren and Mamie Herren heirs and assignsIN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals on the day and year
first above written.

Signed, sealed and delivered in presence of

H. H. Herren (SEAL)

Mamie Herren (SEAL)

STATE OF KANSAS,
COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 9 day of March
A. D. 19 31 before me C. B. Holmes a Notary Public in and for said County and State,
came H. H. Herren and Mamie Herren, his wife
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. April 20 19 33 C. B. Holmes Notary Public.
My Commission expires

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: