

MORTGAGE RECORD 72

SAML. ROGERS STATIONERY CO. KANSAS CITY, MO. 64102

FROM

J. M. Carter and wife

TO

Edward F. Kapelle

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of April A. D. 1931, At 11:45 A. M.

Reg. No. 1297

See Sub. 129

E. E. Armstrong

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this Twelfth day of November in the year of our Lord nineteen hundred twenty-nine between

J. M. Carter and Effie D. Carter his wife

of Overland Park in the County of Johnson and State of Kansas
of the first part, and Edward F. Kapelle

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Five hundred & 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:

All of the North half of Lots Sixty-seven (67) and Sixty-nine (69) on Elm Street,
Epidwin City, 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 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 & no/100

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

First parties

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 of the second part making such sale, on demand, to said parties of the first part 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

J. M. Carter

(SEAL)

Effie D. Carter

(SEAL)

STATE OF KANSAS,

COUNTY OF Johnson

ss.

BE IT REMEMBERED, That on this 19 day of November

A. D. 1929 before me Louis D. Breyfogle Jr. a Notary Public in and for said County and State,

came J. M. Carter and Effie D. Carter 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
My Commission expires Sept. 12, 1932 19 Louis D. Breyfogle Jr. 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 12 day of Sept. A. D. 1931.

ATTEST:

Edward F. Kapelle

This Release was written on the original Mortgage entered this 12 day of Sept. 1931
E. E. Armstrong
Reg. of Deeds.
Property