

MORTGAGE RECORD 72

LAW, BOOKS NORTH STATIONERS CO. KANSAS CITY, MO. 64101

Reg. No. 1436
Fee Paid 4.00

FROM

E. E. Noteman and wife
TO

Howard McConnell

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of
July A. D., 1931, At 9:45 A. M.

Gene S. Conington

Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 26th day of April in the year of our Lord nineteen hundred and thirty between
E. E. Noteman and Hattie F. Noteman, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Howard McConnell

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Sixteen hundred and fifty and no/100

DOLLARS

to 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 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 Number Twenty one (21) in Block No. Five (5) in Belmont an Addition to the City of Lawrence Douglas County Kansas. (Mortgagee agrees in event mortgagors should place substantial improvements on the property herein described, to release this mortgage and take a second mortgage on this property for amount that would then be due on said contract made this date, in sum of \$1700.00.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 \$1550.00

Dollars, according to the terms of

one certain contract this day executed and delivered by the said
parties of first part

to the said part y of the second part in original sum of \$1700.00 with balance of \$1550/ with interest at 7%

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

heirs and assigns

IN WITNESS WHEREOF, The said part ies 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

E. E. Noteman (SEAL)

Hattie F. Noteman (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 26 day of April

A. D. 1931 before me Myrtle McConnell a Notary Public in and for said County and State,

came E. E. Noteman and Hattie F. Noteman his wife

Legal Seal

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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 Jan. 23, 1931. 19 Myrtle McConnell 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 day of A. D. 19

ATTEST: