

## MORTGAGE RECORD 72

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

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Mrs. Hannah Gerrett and husband	This instrument was filed for record on the 21 day of
TO	Aug. A. D. 19 31, At 2:10 P. M.
C. S. Jones	By <i>Ellen Fitzgerald</i> Register of Deeds.
	Deputy.

Rep. No. 1508  
Fee Paid 26 23

THIS INDENTURE, Made this 14<sup>th</sup> day of August in the year of our Lord nineteen hundred thirty-one (1931) between Hannah Gerrett and I. L. Gerrett her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and C. S. Jones of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixty five hundred (\$6500.00) 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 party 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:

Lot two hundred seven (207) on Chic Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Hannah Gerrett and I. L. Gerrett her husband 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 \$6500.00 Dollars, according to the terms of one certain note this day executed and delivered by the said Hannah Gerrett and I. L. Gerrett her husband to the said party 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 party 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 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 party making such sale, on demand, to said Hannah Gerrett and I. L. Gerrett her husband, their heirs and assigns

IN WITNESS WHEREOF, The said parties 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 Hannah Gerrett (SEAL)  
I. L. Gerrett (SEAL)

STATE OF KANSAS, ) ss.  
COUNTY OF Douglas )  
A. D. 19 31 before me a Notary Public in and for said County and State, came Hannah Gerrett and I. L. Gerrett 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. Jan. 20 19 34 E. L. Falkenstein 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:

for Hannah Gerrett & I. L. Gerrett