

MORTGAGE RECORD 72

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

FROM
 Clarence A. Hunter and wife
 TO
 Talmage D. Funk

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 16 day of
 Sept. A. D. 1931, At 4:20 P. M.
Edna E. Armstrong
 Register of Deeds.
 Deputy.

 Reg. No. 1557
 Fee Paid \$2.50

THIS INDENTURE, Made this 5th day of September in the year of our Lord nineteen hundred
 thirty one between
 Clarence A. Hunter, and Myrtle Hunter -- --
 of Lawrence in the County of Douglas and State of Kansas
 of the first part, and Talmage D. Funk
 of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
 On Thousand Seven & 65/100 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 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:

East One-Half (E $\frac{1}{2}$) Lot One Hundred Thirty Two (132) Kentucky Street,
 Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
 Clarence A. Hunter and Myrtle Hunter
 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 except two thousand dollar
 mortgage with the Douglas County Building and Loan Association
 This grant is intended as a mortgage to secure the payment of the sum of One thousand seven & 65/100
 Dollars, according to the terms of
 certain Note this day executed and delivered by the said
 Clarence A. Hunter and Myrtle Hunter
 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 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 ies making such sale, on demand, to said
 heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands and seal the day and year
 first above written.
 Signed, sealed and delivered in presence of
 Clarence A. Hunter (SEAL)
 Myrtle Hunter (SEAL)

STATE OF KANSAS,
 County of Douglas } ss.
 A. D. 1931 before me Geo. W. Kuhne
 came Clarence A. Hunter and Myrtle Hunter 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
 My Commission expires Jan. 25 1934 Geo. W. Kuhne 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 18 day of July A. D. 1932
 ATTEST:
 Talmage D. Funk

This Release
 was filed
 on the original
 before me
 at Lawrence,
 Kansas
 this 18th day
 of July
 1932
Edna E. Armstrong
 Reg. of Deeds
 Douglas County