

MORTGAGE RECORD 72

LAWL DOUGLASS STATIONERY CO KANSAS CITY MO 64108

Reg. No. 1578
Fee Paid \$2.00

FROM

A. L. Tainter and Maude Tainter
TO

A. L. Driggs

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of
Oct. A. D. 1931, At 8:30 A. M.

E. E. Armstrong

Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 30th day of Sept. in the year of our Lord nineteen hundred
thirty - one between
A. L. Tainter and Maude Tainter

of Alta Vista in the County of Wabaunsee and State of Kns.
of the first part, and A. L. Driggs of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of
One Thousand 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:

Lots Fifty-six, Fifty-seven, Fifty-eight, Fifty-nine, Sixty and Sixty-one Ames
St. Baldwin, Kns.

with all the appurtenances, and all the estate, title and interest of the said part 1st. of the first part therein. And the said
A. L. Driggs

do hereby covenant and agree that at the delivery hereof he is 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
none

This grant is intended as a mortgage to secure the payment of the sum of One Thousand

Dollars, according to the terms of
one certain note this day executed and delivered by the said

A. L. Tainter and Maude Tainter

to the said part 2nd. of the second part A. L. Driggs

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 1st. making such sale, on demand, to said
A. L. Driggs his 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

A. L. Tainter

(SEAL)

Maude Tainter

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.

A. D. 1931 before me C. E. Francis BE IT REMEMBERED, That on this 30th day of Sept.

came A. L. Tainter and Maude Tainter a Notary Public in and for said County and State,

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

written. 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. 27 1934 C. E. Francis 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. 1931

ATTEST:

For release see Book 85, Page 396.