MORTGAGE RECORD 72

| 250 | FROM | STATE OF KANSAS, DOUGLAS COUNTY, 88. |
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| 8375 | | This instrument was filed for record on the |
| | D. D. Hornaday and wife | Dec. A. D., 1931 , At2; 30 : P. M |
| | | Sen S. Combony . Register of Deeds. |
| | Mrs. Mary A. Miller | By Deputy. |
| | THIS INDENTURE, Made this 20th day of March in the year of our Lord nineteen hundred & 29 between D. D. Hornaday and Bertie J. Hornaday his wife | |
| | of Lewrence in the County of Douglas and State of Kenses | |
| | of the first part, and Mrs. Mary A. Miller | • |
| | WITNESSETH, That the said part ies of the first part, Fifteen hundred | in consideration of the sum of |
| | DOLLAIS to aluly paid, the receipt of which is hereby acknowledged, ha 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 Dogglas, and State of Kansas, described as follows, to-wit: | |
| | | ty of Lawrence, Douglas County, State of Kansas. |
| | | |
| | D. D. Hornzday & Bertie J. Hornzday do hereby covenant and agree that at the delivery hereof | said part 1es of the first part therein. And the said they are the lawful owner of the premises above granted, e and clear of all incumbrances whatsoever |
| | D. D. Hornnday, & Bertie J. Hornsday dobereby covenant and agree that at the delivery hereof. and seized of a good and indefeasible estate of inheritance therein, free | they are the lawful owner of the premises above granted, |
| | D. D. Hornzday. & Bertie J. Hornsday do | they are the lawful owner of the premises above granted, e and clear of all incumbrances whatsoever |
| | D. D. Hornzday. & Bertie J. Hornsday do | they are the lawful owner of the premises above granted, eand clear of all incumbrances whatsoever n of \$1500.00 Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.00 |
| | D. D. Hornzday. & Bertie J. Hornsday do | they are the lawful owner of the premises above granted, e and clear of all incumbrances what soever |
| | D. D. HOFIDGAY. & Bertie J. Hofinaday do hereby covenant and agree that at the delivery hereof, and seized of a good and indefeasible estate of inheritance therein, free This grant is intended as a mortgage to secure the payment of the sur a certain Lote to the said party of the second part if default be made in such payments, or any part thereof, or interest the become absolute, and the whole amount shall become due and payable, a administrators and assigns, at any time thereafter to sail the premises moreys arising from such sale to retain the amount then due for princip if any there be, shall be paid by the part making such sale, on IN WITNESS WHEREOF, The said part 1eB of the first first above written. | they are the lawful owner of the premises above granted, e and clear of all incumbrances what soever nof \$1500.CO Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.CO and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall be reconding to the second part years of the second p |
| | D. D. HOFICEAN. & Bertie J. Hofinaday do bersby covenant and agree that at the delivery hereof, and seized of a good and indefeasible estate of inheritance therein, free This grant is intended as a morigage to secure the payment of the sur a certain note to the said party of the second part if default be made in such payments, or any part thereof, or interest the become absolute, and the whole amount shall become due and payable, a administrators and assigns, at any time thereafter to self the premise; burneys arising from such asle to retain the amount then due for principit any there be, shall be paid by the part making such sale, on | they are the lawful owner of the premises above granted, e and clear of all incumbrances whatseever nof \$1500.00 Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.00 and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall and it shall be lawful for the said part. of the second part Y. executor, or any part thereof, in the manner prescribed by law; and out of all the all and interest, together with the cost and charges of making such sale, and the overplus, demand, to said heirs and assigns |
| | D. D. HOTELGAY. & Bertie J. Horeaday do hersby covenant and agree that at the delivery hereof and seized of a good and indefeasible estate of inheritance therein, free This grant is intended as a mortgage to secure the payment of the sur Comment of the second part If default be made in such payments, or any part thereof, or interest the become absolute, and the shole amount shall become due and payable, a administrators and assigns, at any time thereafter to self the premises moneys arising from such asle to retain the amount then due for princip if any there be, shall be paid by the part making such sale, on IN WITNESS WHEREOF, The said part ies of the first shove written. Signed, scaled and delivered in presence of STATE OF KANSAS, COUNTY OF Douglas | they are the lawful owner of the premises above granted, e and clear of all incumbrances. whatsoever nof. \$1500.CO. Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.CO. and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall he recond, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall all its hall be lawful for the said part. of the second part y executors, hereby granted, or any part thereof, in the manner prescribed by law; and out of all the all and interest, together with the cost and charges of making such sale, and the overplus, demand, to said heirs and assigns part ha VO hereunto set their hands and seal the day and year D. D. Hornaday (SEAL) Berta J. Hornaday (SEAL) |
| - | D. D. HOTELGAY. & Bertie J. Hormsday do breby covenant and agree that at the delivery hereof, and seized of a good and indefeasible estate of inheritance therein, free This grant is intended as a mortgage to secure the payment of the sur a certain note to the said party of the second part if default be made in such payments, or any part thereof, or interest the become absolute, and the whole amount shall become due and payable, a similaritation and assign, at any interest the become absolute, and the whole amount shall become due and payable, a similaritation and assign, at any interest to self the premises interest and the correlation of the principal and the properties of the principal and the first first above written. Signed, scaled and delivered in presence of STATE OF KANSAS, COUNTY OF Douglas as BE F A. D. 19-29 before me D. Coen Byrn, came D. D. Hormsday, and Bertie, J. Hormsday | they are the lawful owner of the premises above granted, and clear of all incumbrances what soever nof \$1500.00 Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.00 and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall not it shall be lawful for the said part of the second part errors, are the started of the second part of the second part errors, are the started of the second part of the s |
| olnass rition | D. D. HOTELGAY. & Bertie J. Horenday do bersby covenant and agree that at the delivery hereof, and seized of a good and indefeasible estate of inheritance therein, free This grant is intended as a morigage to secure the payment of the sur Certain Eote to the said party of the second part If default be made in such payments, or any part thereof, or interest the become absolute, and the whole amount shall become due and payable, a administrators and assigns, at any time thereafter to self the premises moreys arising from such asle to retain the amount when due for princip if any there be, shall be paid by the part making such sale, on IN WITNESS WHEREOF, The said part ies of the first shove written. Signed, scaled and delivered in presence of STATE OF KANSAS, COUNTY OF DOUGLES BE I'M. OF THE STATE OF CANSAS, D. 19.29 before me D. Coen Byrn, came D. D. Horradny and Bertie J. Hornadny of the sure premod of the sure premoder. | they are the lawful owner of the premises above granted, e and clear of all incumbrances what soever nof \$1500.00 Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.00 and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, of if the insurance is not kept up thereon, then this conveyance shall he void if such payments be made as herein specified. But erron, or the taxes, of if the insurance is not kept up thereon, then this conveyance shall he and it shall be lawful for the said part. of the second part years, thereby granted, or any part thereof, in the manner prescribed by law; and out of all the alm ain interest, together with the cost and charges of making such sale, and the overplus, demand, to said heirs and assigns part ha ve hereunto set their hands and seal the day and year D. D. Hornaday (SEAL) Berta J. Hornaday (SEAL) T REMEMBERED, That on this 19th day of March a Notary Public in and for said County and State, while wife and the overplus instrument of writing and duly acknowledged the execution |
| olngse Filting Figenal = Figenal = F | D. D. HOTELGRY. & Bertie J. Horendry do hersby coverant and agree that at the delivery hereof, and seized of a good and indefeasible estate of inheritance therein, free the payment of the sure and seized of a good and indefeasible estate of inheritance therein, free the payment of the sure and payment is intended as a mortgage to secure the payment of the sure at the second part. It default be made in such payments, or any part thereof, or interest the become also late and payable, a standinistrators and assigns, at any time thereafter to self the pressure moneys arising from such sale to retain the amount then due for princip if any there be, shall be paid by the part making such sale, on the sure and payable, a standinistrators and assigns, at any time thereafter to self the pressure making such sale, on the first above written. Signed, scaled and delivered in presence of STATE OF KANSAS, COUNTY OF Douglas standard for the first above written. Signed, scaled and delivered in presence of STATE OF HANSAS, COUNTY OF Douglas standard for the same person of the same person o | they are the lawful owner of the premises above granted, e and clear of all incumbrances whatsoever nof \$1500.00 Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.00 and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall and its shall be lawful for the said part. of the second part y executors, hereby granted, or any part thereof, in the manner prescribed by law; and out of all the all and interest, together with the cost and charges of making such sale, and the overplus, demand, to said heirs and assigns part ha vo hereunto set their hands and seal the day and year part has J. Hornaday (SEAL) Berta J. Hornaday (SEAL) T REMEMBERED, That on this 19th day of March A Notary Public in and for said County and State, while will be a subscribed my name and affixed my official seal on the day and year last above possible to she relieved and the lien thereby created, discharged. |
| ritton riginal | D. D. HOTELGAY. & Bertie J. Horenday do bersby covenant and agree that at the delivery hereof. and seized of a good and indefeasible estate of inheritance therein, free This grant is intended as a morigage to secure the payment of the sur a certain Lote to the said part y of the second part if default be made in such payments, or any part thereof, or interest the become absolute, and the whole amount shall become due and payable, a administrators and assigns, at any time thereafter to self the premises unnevey arising from such asle to retain the amount then due for princip if any there be, shall be paid by the part making such sale, on IN WITNESS WHEREOF, The said part ies of the first first above written. Signed, scaled and delivered in presence of STATE OF KANSAS, COUNTY OF Douglas BE I' A. D. 19-29 before De. Coen Byrn, came Deforme De. Coen Byrn, IN WITNESS WHEREOF, I have he with the same person of the same. It egal Seal My Commission expires The note herein described having been paid in full, this mortgage. | they are the lawful owner of the premises above granted, e and clear of all incumbrances what soever not \$1500.00 Dollars, according to the terms of this day executed and delivered by the said parties for \$1500.00 and this conveyance shall be void if such payments be made as herein specified. But erron, or the taxes, or if the insurance is not kept up thereby and the this conveyance shall and it shall be lawful for the said part of the second part Y executors, thereby granted, or any part thereof, in the manner prescribed by law; and out of all the lawful for the said part of the second part Y executors, demand, to said herein to execute and charges of making such sale, and the overplas, demand, to said herein the cost and charges of making such sale, and the verylas, demand, to said herein the cost and charges of making such sale. D. D. Hornadey (SEAL) Berta J. Hornadey (SEAL) T REMEMBERED, That on this 19th day of March Andrew Andre |