

MORTGAGE RECORD 72

KANSAS DEEDS NORTH STATIONERS CO. KANSAS CITY, MO. 64108

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of

Dec. A.D., 1931, at 3:35 P. M.

Ernest C. Armstrong

Register of Deeds.

By

Deputy.

Mabelle A. Green and C. R. Green
TO

Arthur E. Ulrich

THIS INDENTURE, Made this 23 day of December, in the year of our Lord nineteen hundred thirty-one between Mabelle A. Green and C. R. Green, her husband,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Arthur E. Ulrich,

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred Dollars (\$1500.00) 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 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:

19 West Eleventh Street in the City of Lawrence, being a tract 50'x60' in size, the legal description of such property being "The north 80 feet of Park Lot #27, in the city of Lawrence, Douglas County, Kansas".

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mabelle A. Green and C. R. Green, 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 except a first mortgage for \$2500.00 to Robert Ulrich.

This grant is intended as a mortgage to secure the payment of the sum of Fifteen Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part 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 Y making such sale, on demand, to said parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in presence of

Mabelle A. Green (SEAL)

C. R. Green (SEAL)

STATE OF KANSAS,

COUNTY OF DOUGLAS ss. BE IT REMEMBERED, That on this 23 day of December

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

came Mabelle A. Green and C. R. Green, 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.
My Commission expires July 5, 1933 C. C. Stewart 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 16th day of Dec A. D. 1931

ATTEST: *Edward L. Ulrich**Arthur E. Ulrich*

This Release was written in the original Mortgage entered this 1st day of December 1931
Ernest C. Armstrong
Reg. of Deeds