

## MORTGAGE RECORD 72

BANK, DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64101

FROM

William M. Petty and Anna Petty  
TO

Riley H. Rogers

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of  
Jan. A. D. 1932, At 3:00 P. M.*E. H. Menger*Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 8th day of JANUARY in the year of our Lord nineteen hundred and thirty two (1932) between William M. Petty and Anna Petty (his wife)

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Riley H. Rogers

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty five &amp; no/ DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he ye sold and by these presents do grant, bargain, sell and Mortgage to the said party 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:

Lot number one hundred and forty six (146) Addition number Three (3) North Lawrence in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William M. Petty and Anna Petty 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 Twenty five Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part and due in two years with interest at the rate of six percent per annum, interest payable annually

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 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 party making such sale, on demand, to said parties of the second part 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 William M. Petty (SEAL)  
Anna Petty (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas } ss. BE IT REMEMBERED, That on this 8th day of January A. D. 1932 before me L. H. Menger, Probate Judge of said County and State, came William M. Petty and Anna Petty (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 written.  
L. H. Menger  
Probate Judge Douglas Co. Kansas

## 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 20 day of Feb. A. D. 1932

ATTEST:

*Riley H. Rogers*This Release was written on the original Mortgage entered this 20 day of Feb. 1932  
*E. H. Menger*  
Register of Deeds