

## MORTGAGE RECORD 72

SAUL DOW SOUTH STATIONERY CO. KANSAS CITY, MO. 64102

FROM

Horace G. Davis  
TO

William A. Harvey and wife

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of  
April A. D. 1932, At 3:00 P. M.*E. E. Arnold*Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this 4th day of April in the year of our Lord nineteen hundred  
and 32 between Horace G. Davis, a single manof Lawrence in the County of Douglas and State of Kansas  
of the first part, and William A. Harvey and Sallie A. Harvey, wife of Lawrence, Douglas county, Kansas  
of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of

One Hundred and Seventeen 50/100

DOLLARS

to be duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain, sell and  
Mortgage to the said part ies 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 87 New Jersey street in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said  
party of the first partdoes 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. Said mortgage is for one year at  
six per cent interest, party of first has the privilege to pay at any time.

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

One Hundred and Seventeen 50/100

Dollars, according to the terms of

this certain mortgage this day executed and delivered by the said

party of the first part

to the said part ies of the second part William A. Harvey and Sallie A. Harvey, wife

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 ies of the second part their 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

heirs and assigns

IN WITNESS WHEREOF, The said part of the first part ha hereunto set hand and seal the day and year  
first above written.

Signed, sealed and delivered in presence of

Horace G. Davis

(SEAL)

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 4th day of April

A. D. 1932

before me Leroy E. Harris

a Notary Public in and for said County and State,

came

Horace G. Davis, a single man

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

of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above

My Commission expires

Dec. 6

1932

Leroy Harris

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 14 day of May

A. D. 1934

ATTEST:

*Sallie A. Harvey*  
*Beatrice M. White*This Release  
was written  
on the original  
Mortgage  
and entered  
this 14 day  
of May  
1934*E. E. Arnold*  
Register of Deeds  
Deputy