

MORTGAGE RECORD 72

KANSAS DEEDS NORTH STATIONERY FOR KANSAS CITY NO. 36-28

FROM

J. S. Montgomery
TO

Anna Heffner

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of
April A. D. 1932, At 3:00 P. M.*St. C. Cranshaw*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this first day of February in the year of our Lord nineteen hundred
thirty two between J. S. Montgomeryof Lawrence in the County of Douglas and State of Kansas
of the first part, and Anna Heffner of Baldwin, Kansas
of the second part.WITNESSETH, That the said part y of the first part, in consideration of the sum of
One thousand and seventy and no/100 DOLLARS
to him 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 y of the second part her 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:Northeast one fourth (N E $\frac{1}{4}$) of Section twelve (12), Township fourteen (14), Range nineteen
(19).with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
J. S. Montgomerydo es 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 except a first mortgage of
fifteen hundred dollars (\$1500.00)This grant is intended as a mortgage to secure the payment of the sum of
\$1070.00 Dollars, according to the terms of
a certain note this day executed and delivered by the saidJ. S. Montgomery
to the said part y of the second part Anna Heffnerand 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 her 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 J. S. Montgomery
his heirs and assignsIN WITNESS WHEREOF, The said part y of the first part ha s hereunto set his hand and seal the day and year
first above written.Signed, sealed and delivered in presence of J. S. Montgomery (SEAL)
(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 8th day of March,
A. D. 1932 before me Frank M. Holliday a Notary Public in and for said County and State,
came J. S. Montgomery
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 January 21 1934 Frank M. Holliday 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. 19
ATTEST:

For Release See Book 77-Page 53.

This was
sent to
me
at
this
office
on
2/21/32