

MORTGAGE RECORD 72

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.	Reg. No. <u>1167</u>
Homer D. Allison et al	This instrument was filed for record on the 10 day of	File Paid <u>22-20</u>
TO	June A. D. 1932, At 3:40 P. M.	
Ralph W. Ward and wife	By <u>E. C. Brinkley</u>	Register of Deeds.
	By	Deputy.

THIS INDENTURE, Made this first day of June in the year of our Lord nineteen hundred thirty-two (1932) between Homer D. Allison and Lucile Allison, his wife, and Hugo C. Runsey and Dorothy Runsey, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and Ralph W. Ward and Newell N. Ward, his wife, of Lawrence, Kansas, as joint tenants and not as tenants in common and with the right of survivorship of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-seven Thousand (\$37,000.00) 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 ies of the second part their 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:

Commencing at a point fourteen (14) rods east of the northwest corner of the Northeast Quarter (NE¹/₄) of Section Numbered Six (6), Township Numbered Thirteen (13), Range Numbered Twenty (20), in Douglas County, Kansas, thence East twenty-four (24) rods; thence South nineteen (19) rods, two (2) inches; thence West twelve (12) Rods; thence South nine (9) rods; thence West Twelve (12) rods; thence North twenty-eight (28) rods, two (2) inches, to the place of beginning, and also Lots Numbered Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), and Twenty-six (26), in Addition Number One (1), in that part of the City of Lawrence, known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part 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 Thirty-seven Thousand Dollars, according to the terms of one certain promissory this day executed and delivered by the said parties of the first part

to the said part ies of the second part payable in installments with interest at the rate of five per cent per annum, payable quarterly,

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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns

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

Signed, sealed and delivered in presence of

Homer D. Allison (SEAL)
Lucile Allison
Hugo C. Runsey (SEAL)
Dorothy Runsey

STATE OF KANSAS, } ss.
COUNTY OF Douglas BE IT REMEMBERED, That on this 10th day of June A. D. 19 32 before me the undersigned a Notary Public in and for said County and State, came Homer D. Allison and Lucile Allison, his wife and Hugo C. Runsey and Dorothy Runsey, 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.
My Commission expires April 23 19 33 Walter G. Tisdale 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 15th day of February A. D. 19 34

ATTEST:

Ralph W. Ward
Newell N. Ward

This Release was written on the original Mortgage and filed this 15th day of February 19 34
E. C. Brinkley
Reg. of Deeds.