

# MORTGAGE RECORD 72

SAUL DODGE NORTH STATIONERY CO KANSAS CITY MO 64101

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
James Shaw and wife	This instrument was filed for record on the 10 <sup>th</sup> day of
TO	Aug. A.D. 1932, At 5:45 : A. M.
Mrs. Emma Ebenhaek	<i>Elmer E. Connelley</i> Register of Deeds.
	By Deputy.

Eng. No. 1232  
Fee Paid \$1.00

THIS INDENTURE, Made this Fifth day of August in the year of our Lord nineteen hundred and Thirty-two between James Shaw and Eva C. Shaw, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Emma Ebenhaek of the second part.

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Six Hundred and no/100- 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 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:

Commencing in the center of Block 5, Earl's Addition, an addition to the City of Lawrence; thence east three hundred thirty (330) feet to the middle of Oregon Street; thence south Eighty and fifty-two one-hundredths (80.52) feet; thence west Three hundred thirty (330) feet to the middle of said Block 5; thence north 80.52 feet to the place of beginning, containing sixty-one one-hundredths (.61) acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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 Six Hundred and no/100- Dollars, according to the terms of one certain promissory note this day executed and delivered by the said James Shaw and Eva Shaw, his wife, 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 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 party making such sale, on demand, to said James Shaw and Eva Shaw, his wife, their heirs and assigns

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part ha TO hereunto set their hands and seal on the day and year first above written.  
Signed, sealed and delivered in presence of Eva C. Shaw (SEAL)  
James Shaw (SEAL)

STATE OF KANSAS, COUNTY OF DOUGLAS } ss. BE IT REMEMBERED, That on this 5 day of August A. D. 1932 before me the undersigned, a Notary Public in and for said County and State, came James Shaw, and Eva C. Shaw, his wife, Legal Seal to me personally known to be the same persons 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 written. July 5 1933 C. C. Stewart Notary Public.

This Release was written on original mortgage entered this 24 day of Aug 1933 Elmer E. Connelley Reg. of Deeds

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 24 day of Aug A. D. 1933  
ATTEST: Mrs. Emma Ebenhaek