

MORTGAGE RECORD 72

FROM
Lutie Kern and wife
TO
G. M. Falley

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 30 day of Aug. A. D. 1932, At 11:45 A. M.
E. E. Condit
Register of Deeds.
By Deputy.

Reg. No. 1849
Fee Paid 1.25

THIS INDENTURE, Made this 30 day of August in the year of our Lord nineteen hundred Thirty-two between Lutie Kern and Carrie May Kern, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and G. M. Falley

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Five hundred - 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 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 fourteen (14), Block Two (2) South Lawrence.
in the city of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Lutie Kern and Carrie May Kern, his wife 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 Five hundred - Dollars, according to the terms of one certain Note this day executed and delivered by the said Lutie Kern and Carrie May Kern, his wife to the said part y of the second part G. M. Falley

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 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 part ies making such sale, on demand, to said Lutie Kern and Carrie May Kern, His wife heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have herunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of
Lutie Kern (SEAL)
Carrie May Kern (SEAL)

STATE OF KANSAS,
COUNTY OF Douglas } ss.
A. D. 1932 before me M. R. Gill a Notary Public in and for said County and State, came Lutie Kern and Carrie May Kern, 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 Sept. 21 1935 M. R. Gill 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 12th day of Sep A. D. 1934
ATTEST: S. A. Wood G. M. Falley

This Release was written on the original Mortgage and entered this 12th day of Sep 1934
E. E. Condit
Reg. of Deeds.
Deputy