

# MORTGAGE RECORD 72

561

SAWL DOOR NORTH STATIONERY CO KANSAS CITY MO 64108

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

W. E. Petefish  
TO

This instrument was filed for record on the 13<sup>th</sup> day of Dec. A. D. 1932, At 1:30 P. M.

*E. E. Connelley*

Register of Deeds.  
Deputy.

P. A. Kasold

By

THIS INDENTURE, Made this 13<sup>th</sup> day of December in the year of our Lord nineteen hundred and thirty-two between W E Petefish, single,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and P A Kasold

of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Four hundred (\$400.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth 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:

The North-east quarter (1/4) of Section Twelve (12) in Township Thirteen (13) Range Eighteen (18) in Douglas county, Kansas

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 part doth 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 \$1200.00

This grant is intended as a mortgage to secure the payment of the sum of \$400.00 Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part Y of the second part P A Kasold

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 Y making such sale, on demand, to said party of the first part his heirs and assigns

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

Signed, sealed and delivered in presence of W. E. Petefish (SEAL)  
(SEAL)

STATE OF KANSAS,  
COUNTY OF Douglas } ss. BE IT REMEMBERED, That on this 13<sup>th</sup> day of December 1932 before me Myrtle McConnell a Notary Public in and for said County and State, came W E Petefish 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 Jan. 23, 1935 Myrtle McConnell 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 29<sup>th</sup> day of February A. D. 1936

George Locking  
Lester R. Pittsford  
P. A. Kasold

1932  
100

This Release was written on the original mortgage entered this 13<sup>th</sup> day of December 1932  
Harold A. Rich  
Reg. of Deeds.  
Lester R. Pittsford  
Deputy