

## MORTGAGE RECORD 72

SAML RODSWORTH STATIONERY CO MANASSAS CITY MD 22040

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13<sup>th</sup> day of Dec. A. D. 1932 At 2:15 P. M.

Dora M. Dunakin  
TO

*Ed. E. Emery*

C. A. Smart

By \_\_\_\_\_

Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 10th day of December in the year of our Lord nineteen hundred thirty two between Dora M. Dunskin a widow

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and C. A. Smart

WITNESSETH, That the said party \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_  
Three Thousand One hundred & no/100 ----- DOLLARS  
to her \_\_\_\_\_ duly paid, the receipt of which is hereby acknowledged, ha \$ \_\_\_\_\_ sold and by these presents do es \_\_\_\_\_ grant, bargain, sell and  
Mortgage to the said party \_\_\_\_\_ 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 No. 216 on Tennessee Street in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said

Dora M. Dunakin

do she hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a mortgage to secure the payment of the sum of

Three Thousand one hundred  
4 certain notes Dollars, according to the terms of  
this day executed and delivered by the said Dora M. Duncker

to the said part Y ..... of the second part and maturing as follows to wit: \$200 December 10th 1933 \$200 December 10th 1934, \$100.00 December 10th 1935 and \$2600.00 on December 10th 1937

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 the overplus of 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 Dora M. Dunkin her

or  
..heirs ~~and~~ assigns

IN WITNESS WHEREOF, The said part y of the first part ha B hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

Dora M. Dunakin (SEAL)

STATE OF KANSAS,  
COUNTY OF Douglas

COUNTY OF Douglas } ss. BE IT REMEMBERED, That on this 10th day of December

A. D. 1932 before me John W. Brand a Notary Public in and for said County and State,  
came Dora M. Duncan

Legal Seal

IN WITNESS WHEREOF, I have hereunto subscribed my name and the name of the said County of \_\_\_\_\_ and State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission expires July 24, 19 35 John W. Brand Notary Public.

RELEASE.

**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 5th day of November A. D. 1937

ATTEST:  
Arthur. S. Peck

Gertrude S. Smart

Execatrix of the Will of C.A. Smart, dec'd

This Release  
was written  
on the original  
Mortgage &  
entered  
this 8 day  
of Nov  
19 37  
Paul A. B.  
Reg. of Deeds  
Cuth Th...