

MORTGAGE RECORD 72

PAUL EDDY NORTH STATIONERY CO. KANSAS CITY, MO. 64108

Reg. No. 2060
Vol. 500

FROM

Frank Stutesman and wife
TO

Josephine Morton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of
Jan. A. D. 1933, At 11:00: A. M.*Elmer C. Armstrong*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 22nd day of August in the year of our Lord nineteen hundred
thirty-one between Frank Stutesman and Eleanor Stutesman, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Josephine Morton
of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Two thousand 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 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:Lot 61, in block 41, in that part of the city of Lawrence, formerly
known as West Lawrence, Douglas County Kansas.(The full amount or any part of the indebtedness secured by this mortgage may be paid
at any time within one year from date hereof)with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Frank Stutesman and Eleanor Stutesman, his wife
do hereby covenant and agree that at the delivery hereof that 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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of
Two thousand Dollars, according to the terms of
1 certain note this day executed and delivered by the said
Frank Stutesman and Eleanor Stutesman, his wife
to the said part y of the second part Josephine Mortonand 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 part y making such sale, on demand, to said Frank Stutesman and Eleanor Stutesman
his wife, their heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year
first above written.

Signed, sealed and delivered in presence of

Frank Stutesman (SEAL)

Eleanor Stutesman (SEAL)

STATE OF KANSAS,

Douglas County, ss. BE IT REMEMBERED, That on this 22nd day of August

A. D. 1933 before me Geo. W. Kuhne a Notary Public in and for said County and State,

came Frank Stutesman and Eleanor Stutesman 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 Jan. 25 1934 Geo. W. Kuhne 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 4th day of January A. D. 1935

ATTEST:

*Josephine Morton*This
copy
of
this
instrument
is
filed
for
record
in
the
office
of
the
Register
of
Deeds
of
Douglas
County,
Kansas,
this 22nd
day
of
August
1933.
Elmer C. Armstrong
Register of Deeds.
Josephine Morton