

MORTGAGE RECORD 72

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

FROM

T. R. Stuart and wife
TO

J. S. Windsor

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31st day of May A. D. 1933, at 10:30: A. M.*Edw E. Armstrong*Register of Deeds.
Deputy.Reg. No. 2153
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THIS INDENTURE, Made this 29th day of May one thousand nine hundred and thirty three (1933) between T. R. Stuart and Celia L. Stuart, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. S. Windsor of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWENTY ONE HUNDRED & NO/100 (\$2100.00) 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 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:

All of Lot #78 on Vermont Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said T. R. Stuart

do 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

This grant is intended as a mortgage to secure the payment of the sum of TWENTY ONE HUNDRED & NO/100 (\$2100.00) Dollars, according to the terms of one certain note and coupons this day executed by the said T. R. Stuart and Celia L. Stuart, husband and wife

to the said party of the second part: Parties of first part agree to maintain insurance on said premises in some good reliable insurance company authorized to do business in the State of Kansas in the sum of at least \$2100.00, loss, if any, payable to the parties hereto according to their respective interests.

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 absolutely and the whole shall be due and payable, and it shall be lawful for the said party 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, and also for attorney's charges in case of protest, and if any there be, shall be paid by the party of the second part, making such sale, on demand, to said parties of the first part, their heirs and assigns

IN 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

R. E. Melvin

T. R. Stuart

Celia L. Stuart

(SEAL)

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 29th day of May

A. D. 1933 before me R. E. Melvin, a Notary Public

EXAMINED in and for said County and State,

came T. R. Stuart and Celia L. Stuart, husband and wife

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 April 5 1934

R. E. Melvin

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

day of

A. D. 19

ATTEST:

for instrument on Book 83 page 638
for satisfaction see Book 83 page 797