

MORTGAGE RECORD 72

FROM

Patrick H Downey and wife
TO

Bert S Sanders and wife

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of
Sept. A. D. 1933, A.D. 1935 : A. M.Reg. No. 2230
Payable 1937*Edw. E. Armstrong*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 12th day of September in the year of our Lord nineteen hundred
thirty three between Patrick H Downey and Anna Downey his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Bert S Sanders and Minnie R Sanders his wife of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
-- Three hundred and Fifty (\$350.00) -- 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 parties of the second part their 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 South one half (1/2) of Park Lot No Thirty (30) in the City of Lawrence,
Douglas county Kansaswith all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
parties of the first part
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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of
\$350.00 Dollars, according to the terms of
one certain note this day executed and delivered by the said Patrick H Downey and
Anna Downey his wife,
to the said parties of the second part said note drawing interest at 6 per cent, and payable in installments
of \$25.00 each, payable to Bert S Sanders and Minnie R Sanders his wifeand 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 parties of the second part their 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 party making such sale, on demand, to said parties of the first part 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

Patrick H. Downey (SEAL)

Anna Downey (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 13th day of September
1933 before me Myrtle McConnell a Notary Public in and for said County and State,
came Patrick H Downey and Anna Downey his 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 Jan 23, 1935 19 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 1st day of February A. D. 1933

ATTENT:

*A. S. Sanders*This Release
was written
on the original
Mortgage
after the
this 1st day
of February
1933
Handwritten
Rep. of Deeds