

MORTGAGE RECORD 72

Reg No. 2257
Fee \$5.00

SAUL DOUGLASS STATIONERY CO KANSAS CITY MO 64108

FROM

Joe Schelbar

TO

Pearl Buick

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19th day of Oct. A. D. 1933, at 2:20 P. M.

Edna E. Cunningham

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 19th day of October in the year of our Lord nineteen hundred thirty three between

Joe Schelbar, a single man

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Pearl Buick
of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of One Hundred Sixty and no/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part 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 No. One Hundred Fifty Three (153) on Pennsylvania Street, in the City of Lawrence, 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 he do es 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 One Hundred Sixty and no/100 Dollars, according to the terms of one certain note per this day executed and delivered by the said party of the first part to the said part Y of the second part

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 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 party of the first part, his heirs and assigns

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

Signed, sealed and delivered in presence of

Joe Schelbar

(SEAL)

(SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 19th day of October
COUNTY OF Douglas }
A. D. 1933 before me John C. Buick a Notary Public in and for said County and State,
came Joe Schelbar, a single man
to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
SEAL IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above
My Commission expires January 13 1936 John C. Buick 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 27th day of June A. D. 1934

*John C. Buick**Pearl Buick*

This Release
was written
in presence of
original
parties
and
signed
by me
June 27th
1934

Edna E. Cunningham
Reg. of Deeds
Deputy