

MORTGAGE RECORD 72

601

Reg. No. 2266
Fee Paid - \$4.00

SANL ROSSWORTH STATIONERY CO KANSAS CITY MO 64102

FROM

John W. Dunn and wife
TO

J. J. Tobler

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of
November A. D. 1933, At 11:00: A. M.

E. S. Armstrong

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this First day of November in the year of our Lord nineteen hundred
Thirty-three (1933) between John W. Dunn and Katie M. Dunn, husband and wife

of in the County of Douglas and State of Kansas
of the first part, and J. J. Tobler

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
One thousand & no/100 (\$1000.00) 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 part 2nd 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:

The North Forty (40) feet of Lot Numbered One hundred fifty-five (155) on
Tennessee 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
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 incumbrances

This grant is intended as a mortgage to secure the payment of the sum of
One thousand & no/100 Dollars, according to the terms of
one certain note this day executed and delivered by the said
parties of the first part
to the said party 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 2nd 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,
if any there be, shall be paid by the part 2nd making such sale, on demand, to said parties of the first part
heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal on the day and year
first above written.
Signed, sealed and delivered in presence of John W. Dunn (SEAL)
Katie M. Dunn (SEAL)

STATE OF KANSAS,
COUNTY of Douglas County, ss. BE IT REMEMBERED, That on this 1st day of November
A. D. 1933 before me Frank E. Banks a Notary Public in and for said County and State,
came John W. Dunn and Katie M. Dunn, husband and wife
Legal Seal to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution
of the same.
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 November 5 1934 Frank E. Banks 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 16th day of September A. D. 1942.
ATTEST: J. J. Tobler

This Release
as written
in the original
Mortgage is
entered
this 16th day
of September
1942
Harold G. Bank
Rep. of Deeds.