

MORTGAGE RECORD 72

FROM

S. B. Hines, Jr. and wife
TO

G. E. Hutson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23rd day of
April A. D., 1934, At 1:20 : P. M.*Edw. E. Connelley*Register of Deeds,
Deputy.

By

THIS INDENTURE, Made this 15th day of February in the year of our Lord nineteen hundred
and thirty four between S. B. Hines, Jr and wife, Blanche Hinesof Lawrence in the County of Douglas and State of Kansas
of the first part, and G. E. Hutson

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Twelve Hundred Fifty and no/100- - - - - DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, he ve sold and by these presents do grant, bargain, sell and
 Mortgage to the said part y 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:

Lots Number One (1), Two (2), Three (3) and Four (4) on the North side of Ash
 Street and the South side of Walnut Street in Simpsons Sub-division in that
 part of the City of Lawrence, formerly known as North 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 owners 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

Twelve Hundred Fifty 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 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 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 y 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 seals the day and year
 first above written.

Signed, sealed and delivered in presence of

S. B. Hines Jr. (SEAL)

Blanche Hines (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 20th day of February

1934 before me Pearl Enick

a Notary Public in and for said County and State,

came S. B. Hines, Jr and his wife, Blanche Hines

Legal Seal

to me personally known to be the same persons 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

My Commission expires Dec. 31

1935

Pearl Enick

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 Release Mtg. see Book 83 - page 140.
 For Affidavit see Book 137 page 514.