

MORTGAGE RECORD 72

Ex. No. 1386
 Fee Paid 1.00

FROM

Isabelle Constant et al
 TO

W. H. Andrews

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4th day of
 May A. D., 1934, At 4:30 P. M.

Chas. E. Armstrong

By

Register of Deeds.
 Deputy.

THIS INDENTURE, Made this 1st day of May in the year of our Lord nineteen hundred
 Thirty-four between Isabelle Constant widow, Harold C Constant and Mrs Harold C Constant
 his wife,

of Lawrence in the County of Douglas and State of Kansas
 of the first part, and W H Andrews

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
 Five thousand two hundred and Fifty (\$5,250.00) ----- DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, ha 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 Fifteen (15) Sixteen (16) and Nineteen (19) in Block Number 16, Babcock's
 Enlarged Addition to the city of Lawrence Douglas county Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 seired 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
 Five thousand two hundred and fifty 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 said note drawing interest at 6% and due in 3 years.

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 party making such sale, on demand, to said parties of the first part, their

heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand and seal the day and year
 first above written.

Signed, sealed and delivered in presence of

Harold C. Constant (SEAL)
 Mrs. Harold C. Constant (SEAL)
 Isabelle Constant (SEAL)

STATE OF KANSAS,

~~XXXXXX~~ Douglas County, ss. BE IT REMEMBERED, That on this 3rd day of May
 1934 before me the undersigned a Notary Public in and for said County and State,
 came Isabelle Constant widow, Harold C Constant and Mrs Harold C Constant his wife
 Legal Seal 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 Dec. 29 19 36 Bernice E. Jones 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 17 day of August A. D. 1937

ATTENT:

W. H. Andrews

This Release
 was written
 on the original
 Mortgage
 entered
 this 17 day
 of August
 1937

Harold C. Constant
 Reg. of Deeds.
Bernice E. Jones
 Deputy