

MORTGAGE RECORD 72

STATE OF KANSAS, DOUGLAS COUNTY, ss.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19th day of

May A.D. 1934 At 1:15 P. M.

G. C. Sizer and wife

TO

Seni E. Caudrey

Register of Deeds.

Carey M. Henry

By

Deputy.

THIS INDENTURE, Made this 19th day of May one thousand nine hundred and thirty-four (1934) between G. C. Sizer and Dora L. Sizer, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Carey M. Henry of Indianapolis, Indiana

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand and No/100- - - - - 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 party 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:

All of the NW¹/₄ of the SE¹/₄ and also all of the SW¹/₄ of SE¹/₄ of Section 17, Township 13, Range 20 and containing 80 acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

G. C. Sizer

does 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

Two Thousand and No/100- - - - - Dollars, according to the terms of

one certain promissory note this day executed ~~between~~ 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 payment, 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 party of the second part, his heirs, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said G. C. Sizer, his

heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

G. C. Sizer

(SEAL)

R. E. Melvin

Dora L. Sizer

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 19th day of May

A. D. 1934 before me R. E. Melvin,

a Notary Public in and for said County and State,

came G. C. Sizer and Dora L. Sizer, husband and wife

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

April 5,

1938

R. E. Melvin

Notary Public.

RELEASE.

The same being described having been paid in full, this mortgage is hereby released, and the lien thereof is discharged.

Witness my hand, this

day of

May 1934

-Attest-

This Mortgage having been executed with the wrong description of land named therein and a new mortgage having been given on the correct land I hereby release this said mortgage and any lien thereby created.

Dated Lawrence Kansas this 13th. day of June 1939.

SIGNED Carey M. Henry

This Release was written on the original Mortgage

entered this 13th day of June 1939

Haswell District Reg. of Deeds

See Continued map on Book 13 page 512