

## MORTGAGE RECORD 72

SAMUEL DOUGLAS CREDIT ADVISORY BOARD

Reg. No. 2429  
Fee Paid 2.00

FROM

James H. Walker  
TO

John H. Kelsey

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of  
July A. D. 1934, At 8:45 A. M.*Edw. E. Armstrong*Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this 28th day of June in the year of our Lord nineteen hundred  
thirty four between James H. Walker, a single manof Lawrence in the County of Douglas and State of Kansas  
of the first part, and John H. Kelsey of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of

One Hundred and no/100 - - - - - DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has 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:Beginning at a point Thirty rods East and Twenty rods North of the South West corner of the  
North West Fractional Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence  
South 115 feet for a point of beginning, thence East 10 rods, thence South 50 feet, thence West 10  
rods, thence North 50 feet to the point of beginning, all in the City of Lawrence, in Douglas County,  
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

do 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 Dollars

XXXX according to the terms of

one certain note this day executed and delivered by the said

party of the first part

to the said part y of the second part

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 party of the first part, his

heirs and assigns

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

Signed, sealed and delivered in presence of

James H. Walker (SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS County, ss.

BE IT REMEMBERED, That on this 28th day of June

XXXX 1934 before me Pearl Emlak a Notary Public in and for said County and State,

came James H. Walker a single man

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 December 31 1936 Pearl Emlak 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 8th day of September A. D. 1942

Attest: *Ernest T. Long*  
*G. M. Gaidner**John H. Kelsey*This Release  
was filed  
in the original  
Mortgage  
this 8th day  
of Sept.  
1942  
Handwritten  
Reg. of Deeds.