

## MORTGAGE RECORD No. 78

SAML BOWWORTH STATIONERY CO KANSAS CITY MO 64101

THIS INDENTURE, Made this Seventh day of December, A. D. 1933, between Elrose Gauck and Henry C. Gauck, her husband of Douglas County, in the State of Kansas, of the first part, and The Lawrence Building and Loan Association of Lawrence, Kansas, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Three Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

**Lots Two (2) and Three (3) in Block One (1) in Belmont, an Addition adjacent to the City of Lawrence.**

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Three Hundred and no/100 DOLLARS, with interest thereon, and such fines and charges as may become due to said party of second part under the terms and conditions of the contract note secured hereby, advanced by the said Lawrence Building and Loan Association to the parties of the first part upon 3 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 1783, which said shares have been assigned to said Association with all the future payments, earnings and dividends thereon, which said interest and dues on said shares, the first part ies agree to pay monthly installments, making a total monthly payment of \$ 13.60, payable as follows: Dollars (\$ 13.60)

on or before the last day of December, 1933, and a like sum on or before the last day of each and every month thereafter to and including the month of November, 1935.

Now, if said party ies of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

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

Elrose Gauck

Henry C. Gauck

STATE OF KANSAS,  
COUNTY OF DOUGLAS,

ss. Be it remembered, that on this 7th day of December, A. D. 1933, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came Elrose Gauck and Henry C. Gauck, her husband who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

Legal

Seal

My Commission expires Oct. 15, 1936 I. C. Stevenson Notary Public.

Recorded Dec. 11 A. D. 1933, at 3:10 o'clock P. M.  
Ernest C. Cunningham Register of Deeds.

## RELEASE

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

The Lawrence Building and Loan Association.

Attent: I. C. Stevenson  
(SEAL) Corp. Seal

Secretary.

By George O. Foster President.  
Lawrence, Kansas, Jan. 7 1936.

This 7th day of December 1933, I, Ernest C. Cunningham, Register of Deeds for Douglas County, Kansas, have signed and sealed this instrument in the presence of Elrose Gauck and Henry C. Gauck, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.