

MORTGAGE RECORD No. 78

193

Receiving No. 31

Esc. No. 17

Fee Paid \$3.75

SANL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

Loan No. 30 18

THIS INDENTURE, Made this 8th day of January

A. D. 1935, between

Galen L. Ware and Leila B. Ware, his wife

of ~~Lawrence~~ 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 part 1st of the first part, in consideration of the sum of Fifteen Hundred Seven and 38/100 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:

Lot Fourteen (14) in Block Nine (9) in University Place, in the City of Lawrence, Kansas

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 Fifteen Hundred Seven and 38/100 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 The Lawrence Building and Loan Association of Lawrence, Kansas, to be repaid in monthly installments of \$18.00, including both principal and interest, first payment of \$18.00 due on February 1st, 1935, and a like sum each month thereafter until the total amount of said indebtedness to the Association has been paid in full.

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

Now, if said part 1st 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 the event of the foreclosure of this mortgage and the sale of said premises, the mortgagee, its assigns, its heirs, executors, administrators, and assigns, shall have the right to receive the proceeds of said sale, and the balance of the proceeds of said sale, after payment of the costs of said sale, shall be paid to the party of the first part, its heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the said part 1st of the first part has hereunto set their hands the day and year first above written.

Galen L. Ware

Leila B. Ware

STATE OF KANSAS,

COUNTY OF ~~Lawrence~~ ss.

Be it remembered, that on this 5 day of Feb. A. D. 1935, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came Galen L. Ware and Leila B. Ware who are personally known to me to be the same person as 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 first above written.

(SEAL)

My Commission expires Jan 14 1939. William J. Goerl Notary Public.

Recorded February 8, A. D. 1935, at 1:30 o'clock P. M.

Handwritten signature: Harold A. Beck, 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.

Lawrence Building and Loan Association.

Handwritten signature: J. C. Stevenson

Secretary.

(SEAL)

Handwritten signature: George Foster

Lawrence, Kansas, 3-6

President.

1937

This Release was written on the original Mortgage

Registered this day of March 1937

Handwritten signature: Harold A. Beck

Reg. of Deeds.

Handwritten signature: [illegible]

Deputy