

MORTGAGE RECORD No. 79

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the debt secured by mortgage upon the following described real property situated in Douglas County, in the State of Kansas, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-five (25), Township Twelve (12) South, Range Eighteen (18) East.

wherein L. H. Petefish and Emma L. Petefish, his wife, are mortgagor(s), and Commerce Trust Company, of Kansas City, Missouri, is mortgagee(s), dated the 27th day of August, 1930, given to secure the payment of Two Thousand and no/100 Dollars, a record of which is shown in Mortgage Record 77, Page 143, in the office of the Register of Deeds of Douglas County, State of Kansas, and assigned to First Savings Bank of Lawrence, Kansas, has been fully satisfied, in consideration of which said mortgage is hereby released this 7th day of September, 1934.

Corp. Seal

First Savings Bank of Lawrence Kansas
By F. C. Whipple, Cashier
By F. C. Whipple
Cashier

STATE OF KANSAS, COUNTY OF DOUGLAS, SS:

BE IT REMEMBERED, That on this 7th day of September, 1934, before me the undersigned, a Notary Public, in and for said County and State, came F. C. Whipple known to me to be the Cashier of the said The First Savings Bank of Lawrence, Kansas who is personally known to me to be the same person who executed the foregoing Satisfaction of Mortgage, and such person duly acknowledged the execution of the same to be the act and deed of such corporation duly authorized by resolution of its Board of Directors, for the uses and purposes therein set forth.

Legal Seal

My Commission expires Jan. 14, 1935

Leona R. Pippert
Notary Public.

Recorded Sept. 17, A. D. 1934 at 10:00 A. M.

Elmer D. Dunning Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 15th day of June, in the year of our Lord nineteen hundred thirty four between Gerald L. Gilbert and his wife, Louverna Gilbert of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Lucile Conover, of the second part, WITNESSETH: That the said parties of the first part, in consideration of the sum of Eight Hundred Twelve and 50/100 (\$812.50) 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, her 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:

LOT NUMBER NINE (9) in BLOCK NUMBER TWENTY THREE (23) in Sinclair's Addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a First Mortgage in the amount of Six Hundred Dollars (\$600.00), held by the Douglas County Building and Loan Association, of Lawrence, Kansas.

This grant is intended as a mortgage to secure the payment of the sum of Eight Hundred Twelve and 50/100 (\$812.50) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part, said note bearing interest at the rate of five per cent per annum, 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 party of the second part, her 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 moneys arising from such sale to retain the amount then due for principal and interest, together with the costs 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 Parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Lucile Conover

Gerald L. Gilbert
Louverna Gilbert

STATE OF KANSAS }
DOUGLAS COUNTY } SS

Be it remembered, that on this 19 day of Sept., 1934, before me, Leta F. Kennedy, a notary public in and for said County and State, came Gerald L. Gilbert and his wife, Louverna Gilbert, to me personally known to be the same persons 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.

Legal Seal

My Commission Expires Jan. 18 1936

Leta F. Kennedy

Recorded Sep. 19, A. D. 1934 at 2:30 P. M.

Elmer D. Dunning Register of Deeds

Reg. No. 2472
Fee Paid 2.00

See Release Book 83 page 525.