

MORTGAGE RECORD 80

Reg. No. 1571

Fee Paid, \$ 3.00

555

FROM

Rose Mary House and Leonard C. House, wife and husband
TO

Ralph E. Pine

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of July

A. D. 19 38, at 3:05 o'clock P.M.

By *Narold O. Docking* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 29th day of July
hundred and thirty eight between Rose Mary House and Leonard C. House, wife and husband,

of Lawrence in the County of Douglas
parties of the first part, and Ralph E. Pine and State of Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Twelve Hundred and No/100 part Y of the second part.
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Numbered One Hundred Seventy-four (174) and One Hundred Seventy-six (176)
on Elm Street in Block Four (4), in that part of the City of Lawrence known as
North Lawrence.

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

And the said part 108 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 intend a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of his interest. And in the event that said part 108 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until they are paid.

This GRANT is intended as a mortgage to secure the payment of the sum of
Twelve Hundred and No/100 DOLLARS, to them duly paid, the receipt of following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

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This release was written on the original mortgage
dated this 27 day of July 19 38
at Lawrence, Mo.
Narold O. Docking
Reg. of Deeds

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to make the discharge of this mortgage of record. Dated this 27 day of July 19 38

Owner.

Notary Public.

George Docking

My commission expires on the 13th day of July 19 40.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

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

Notary Public in the aforesaid County and State, came

BE IT REMEMBERED, That on this 29th day of July A. D. 19 38, before me, a

STATE OF KANSAS
COUNTY OF DOUGLAS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Leonard C. House

Rose Mary House