

# MORTGAGE RECORD 82

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The World Co. Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
George B. Castle et al	This instrument was filed for record on the 3 <sup>rd</sup> day of
TO	July A. D. 1934, At 3:45 P.M.
Jennie Watt	<i>Edw. F. Cunningham</i> Register of Deeds.
	By Deputy.

THIS INDENTURE, Made this Third day of July in the year of our Lord nineteen hundred and Thirty-Four between George B. Castle and Lenora Castle, his wife, and Lillian I. Cox, a Widow, of the City

of Lawrence in the County of Douglas and State of Kansas of the first part, and Jennie Watt of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred and fifty 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:

Beginning at the South-west corner of the West half (½) of the South-west quarter (¼) of Block number Nine (9), thence running East 150 feet; thence North 135 feet; thence West 150 feet; thence South 135 feet to place of beginning, in that part of the City of Lawrence, formerly known as North Lawrence in said County and State

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee, with mortgage clause attached making loss payable to said mortgagee, or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Save and except a mortgage of \$400 dated 18<sup>th</sup> July 1918 and recorded in Book 63 of Mortgages, on Page 225

This grant is intended as a mortgage to secure the payment of the sum of

Three hundred and fifty Dollars, according to the terms of

One certain Note this day executed and delivered by the said

Parties of the first part

to the said party of the second part Payable three years after date with interest thereon according to the terms of said note

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 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 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 presence of  
Katherine Borth  
George B. Castle (SEAL)  
Lenora Castle (SEAL)  
Lillian I. Cox (SEAL)

STATE OF KANSAS, Douglas County, ss. BE IT REMEMBERED, That on this 3<sup>rd</sup> day of July

A. D. 1934 before me Katherine Borth a Notary Public in and for said County and State, came George B. Castle and Lenora Castle, his wife, and Lillian I. Cox, widow,

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

Legal Seal 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 March 28 1936 Katherine Borth 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 29<sup>th</sup> day of June A. D. 1934

Attest: *H. G. Thatt* *Jennie Watt*

This Release was written in the original mortgage. Signed day of June 1934  
Harold A. Boren  
Not. of Deeds.