

## MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

E. P. Day and wife  
TO

The State Bank of Lecompton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of  
Nov. A. D. 1934, At 9:00 A. M.*E. E. Cunningham*Register of Deeds.  
Deputy.

THIS INDENTURE, Made this seventh day of October in the year of our Lord nineteen hundred and thirty-four between E. P. Day and Helen G. Day his wife

of Lecompton in the County of Douglas and State of Kans.  
of the first part, and The State Bank of Lecompton,  
Lecompton, Kansas Party of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seven Hundred and Fifty and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha-ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part its 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:

Lots one and two in Block Forty in the City of Lecompton, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

This grant is intended as a mortgage to secure the payment of the sum of Seven Hundred Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part y of the second part

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 part y of the second part its 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 part 1st of the first part ha-ve herunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered in presence of

E. P. Day (SEAL)

Helen G. Day (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

A. D. 1934 before me J. W. Kroider

came E. P. Day and Helen G. Day

Legal Seal to me personally known to be the same person 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.

My Commission expires Jan. 8th 1938 J. W. Kroider 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 day of A. D. 19

Attest: