

Fee No. 2531
Fee Paid \$4.00

MORTGAGE RECORD 82

The World Co. Lawrence, Kansas

FROM

JAMES MITCHELL and EFFIE MITCHELL, his wife,
TO

ANDREW J. MARTIN.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27th day of
November, A. D. 1934, At 9:05 A. M.

Elmer E. Cummings
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 29th day of September In the year of our Lord nineteen hundred
thirty-four between

JAMES MITCHELL and EFFIE MITCHELL, his wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and

ANDREW J. MARTIN

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fifteen Hundred Seventy-five (\$1575.00) 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 his 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 Number One (1) to Five (5) inclusive and lots
Number Sixteen (16) to Number Twenty (20) inclusive
and lots Number Twenty-five (25), Twenty-six (26),
Twenty-seven (27), and the East One-Fourth (E $\frac{1}{4}$) of lot
Twenty-eight (28); East One-fourth (E $\frac{1}{4}$) of lot Number Thirty-
three (33), and Thirty-four (34), Thirty-five (35) and
Thirty-six (36) all in Addition Number Nine (9) in North
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 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
Fifteen Hundred Seventy-five 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

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 con-
veyance 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
his 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

James Mitchell and Effie Mitchell, his wife, 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

James Mitchell (SEAL)

Effie Mitchell (SEAL)

STATE OF KANSAS.

ss.

BE IT REMEMBERED, That on this 29th day of Sept.
A. D. 1934 before me Forrest A. Jackson a Notary Public in and for said County and State,
came James Mitchell, Effie Mitchell, his wife

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 Oct. 28

1936

Forrest A. Jackson 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:

ATTEST:
Wardell B. Beck
Register of Deeds
JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas,
do hereby certify that a judgment of foreclosure of the mortgage herein recited
was made by said District Court, on the 19 day of Sept. 1934,
and that the same is duly recorded in Journal of said County at page 571.
Witness my hand this 22 day of Sept. 1934.
John Callahan
Clerk District Court.