

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

A. L. Lundy and wife

TO

Michael Heizmann

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of
Dec. 1954. At 2:20 P. M.

Elmer E. Cross

Register of Deeds

By _____ Deputy _____

THIS INDENTURE, Made this 15th day of December in the year of our Lord nineteen hundred thirty-four between

A. L. Lundy and Mollie Lundy his wife

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

—of the second part.

WITNESSETH. That the said parties of the first part, in consideration of the sum of

One Thousand _____ DOLLARS
to _____ duly paid, the receipt of which is hereby acknowledged, he _____ sold and by these presents do _____ grant, bargain, sell and
Mortgage to the said part _____ 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:

The East one half ($\frac{1}{2}$) of the north-east quarter ($\frac{1}{4}$) of the North-west quarter ($\frac{1}{4}$) of Sec. Nine (9) Township Thirteen (13) Range Twenty (20) in Douglas County Kansas, less that part thereof conveyed by deed recorded in Book 125 page 558 in the office of the Register of Deeds of Douglas Co. Kans.

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

This grant is intended as a mortgage to secure the payment of the sum of One thousand Dollars, according to the terms of one certain note this day executed and delivered by the said _____

to the said part 7 of the second part Michael Holzmann

_____ 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 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to said parties of the first part _____ heirs and assigns

The amount of this mortgage or any part thereof may be paid at any interest paying time

IN WITNESS WHEREOF, The said part 198 of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

A. L. Lundy (SEAL)

Mollie Lundy (SEAL)

STATE OF KANSAS,

SS.

County of Douglas ss. BE IT REMEMBERED, That on this 15th day of December

A. D. 19 34 before me Myrtle McConnell a Notary Public in and for said County and State,
A. L. Lundy and Mollie Lundy, his wife

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 January 23rd 1935 Hyrclo McCormell Notary Public.

RELEASE

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 4th day of December A. D. 1939

Aitest:

$\frac{1}{2} \sqrt{2}$

John A. Haran

Mrs. Dorothy O'Rourke

into the
was sent to
on the only mail
for to get
entered
the 9 day
of December
1927
W. A. B.
Reg. of Deeds.