

MORTGAGE RECORD 82

Receiving No. 142

The World Co., Lawrence, Kansas

FROM

Clifford A. Penn et ux
TO

Sally J. Hoover

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of
February A. D. 1935, At 4:30 P. M.Harold A. Beck
Register of Deeds.

By Deputy.

Reg. No. 25
Fee Paid \$2.50THIS INDENTURE, Made this 18th day of February in the year of our Lord nineteen hundred
thirty-five between Clifford A. Penn and Fleeta A. Penn, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Sally J. Hoover
of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
One Thousand 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 southeast corner of Lot No. 13, block No. 3,
south Lawrence, in the city of Lawrence, Douglas County, Kansas,
thence running west 125 feet, thence north 50 feet, thence east
125 feet, thence south 50 feet to the place of beginning.with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Clifford A. Penn
do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of One Thousand Fifty
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 partand 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
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 surplus, 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 assignsIN WITNESS WHEREOF, The said parties 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

Clifford A. Penn (SEAL)

Fleeta A. Penn (SEAL)

STATE OF KANSAS,
County of Douglas ss. BE IT REMEMBERED, That on this 18th day of February
A. D. 1935 before me Alberta Johnson a Notary Public in and for said County and State,
came Clifford A. Penn and Fleeta A. Penn, 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.
(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 May 18 1936 Alberta Johnson 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 15th day of June A. D. 1936

Attest:

Sally J. Hoover

This Release
was written
on the original
Mortgage
and entered
this 15th day
of June
1936.
Harold A. Beck
Reg. of Deeds.
Lawrence, Kan.