

MORTGAGE RECORD 82

Receiving No. 145
The World Co., Lawrence, Kansas

FROM

Clifford A. Penn et ux
TO

L. L. Kindred

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of
February A. D. 1935, at 4:45 P. M.

Harold A. Beck
Register of Deeds.
Deputy.

THIS 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 wife

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

of the second part.
WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Hundred Forty

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:

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
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 except one mortgage in favor
of Sally J. Hoover in the principal sum of \$1050.00

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

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

(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

last above written, I have hereunto subscribed my name and affixed my official seal on the day and year

My Commission expires May 18, 1936 19 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 18th day of June A. D. 1936

Attest:

L. L. Kindred

This Release
was written
on the original
mortgage
entered
Under the
City of Lawrence
to the
Register of Deeds.
Harold A. Beck
Register of Deeds.