

MORTGAGE RECORD 82

REceiving No. 375

Reg. No. 71
Fee Paid \$4.50

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
	This instrument was filed for record on the 5 day of
TO	April A. D. 1935, At 1:15 P. M.
	<i>Harold A. Neville</i> Register of Deeds.
	By Deputy.

THIS INDENTURE, Made this third day of April In the year of our Lord nineteen hundred and thirty-five between Carl A. Preyer and Frances H. Preyer

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. H. Neville

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One Thousand eight hundred 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 part y 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:

Lot number one hundred and fifty-seven (157) N. half of lot number one hundred and fifty-nine (159) S. ten (10) feet of lot number one hundred and fifty-five (155)
All on Tennessee Street, City of Lawrence, county and state afore mentioned.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

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 indefensible 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 \$1800.00 Dollars, according to the terms of one certain note this day executed and delivered by the said

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 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 part y making such sale, on demand, to said 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

Carl A. Preyer (SEAL)Frances H. Preyer (SEAL)

STATE OF KANSAS,
County of Douglas ss. BE IT REMEMBERED, That on this 3rd day of April
A. D. 1935 before me Eva H. Neville a Notary Public in and for said County and State,
came Carl A. Preyer and Francis H. Preyer
to me personally known to be the same persons 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 October 14, 1935 Eva H. Neville 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 9th day of December A. D. 1937

Attest:

J. H. Neville

This Release
was written
in the original
Mortgage

entered
this 10th day
of December
1937
Harold A. Neville
Reg. of Deeds.