

MORTGAGE RECORD 82

Receiving No. 483

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of April A. D. 1935, At 3:15 P. M.

J. W. Alexander and wife

TO

J. S. Windsor

By

Deputy.

THIS INDENTURE, Made this 27th day of April In the year of our Lord nineteen hundred thirty five between J. W. Alexander and Lottie B. Alexander, husband and wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. S. Windsor

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of SIXTEEN HUNDRED & no/100 (\$1600.00) 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 part 2nd 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:

All of lot number twenty one (21) in block number two (2) in Haskell Place, an addition to the city of Lawrence.

It is agreed that parties of the first part must maintain insurance on the improvements on the above property to the amount of at least sixteen hundred dollars, payable to party of the second part as his interests may appear.

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

J. W. Alexander

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 incumbrances

This grant is intended as a mortgage to secure the payment of the sum of SIXTEEN HUNDRED****

Dollars, according to the terms of

one certain note & coupons this day executed and delivered by the said

J. W. Alexander and Lottie B. Alexander

to the said part 2nd 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 2nd 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 2nd making such sale, on demand, to said

J. W. Alexander, his 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

J. W. Alexander

(SEAL)

R. E. Melvin

Lottie B. Alexander

(SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 27th day of April A. D. 1935 before me R. E. Melvin a Notary Public in and for said County and State, came J. W. Alexander and Lottie B. Alexander, husband and 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 April 5 1938 R. E. Melvin 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 31st day of May A. D. 1938

Attest: Arthur S. Peck

J. S. Windsor

This Release was written on the original Mortgage.

3 entered this day of May 1938

Notary Public
R. E. Melvin
Deputy