

Receiving No. 688

MORTGAGE RECORD 82

Reg. No. 133
Fee Paid \$12.50

The World Co. Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

June A. D. 1935, At 3.15 P. M.

Harold A. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 11th day of June in the year of our Lord nineteen hundred thirty five between Bertha Barteldes, a widow

of Lawrence in the County of Douglas and State of Kansas
of the first part, and O. C. Carl

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of

Five Thousand and no/100 ----- DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es 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:

Lots 5, 6, and 7 in Block 5 in Lane's First Addition,
and addition to the City of Lawrence

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

Bertha Barteldes

does hereby covenant and agree that at the delivery hereof she 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 Five Thousand

Dollars, according to the terms of

a certain note this day executed and delivered by the said

Bertha Barteldes

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 conveyance 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

Bertha Barteldes heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Bertha Barteldes (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 11th day of June

A. D. 1935 before me the undersigned a Notary Public in and for said County and State, came Bertha Barteldes, a widow,

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 March 6th 1937 Daniel J. Richardson 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 Feb. A. D. 1942.

Attest:

O. C. Carl

This release was written on the original mortgage.

W. May

1941

Notary Public