

Receiving No. 1001

MORTGAGE RECORD 82

Reg. No. 222
Fee Paid \$0.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of August A. D. 1935, At 11:30 A. M.

TO

By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 17th day of August in the year of our Lord nineteen hundred Thirty-Five between Robert A. Haggart and Laura R. Haggart, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Chas. E. Louk of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Two Hundred and No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part 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 that portion of Lot No. Two (2) in Colonial Court, East of Colonial Court Drive, in West Hills, adjacent to the City of Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 100 of the first part therein. And the said Robert A. Haggart and Laura R. Haggart 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.

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred and No/100 Dollars, according to the terms of one certain mortgage note this day executed and delivered by the said Robert A. Haggart and Laura R. Haggart to the said part 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 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 making such sale, on demand, to said parties of the first part their heirs and assigns

IN WITNESS WHEREOF, The said part 100 of the first part ha hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Robert A. Haggart (SEAL)
Laura R. Haggart (SEAL)

STATE OF KANSAS,

~~County~~ Douglas County, ss. BE IT REMEMBERED, That on this 22nd day of August A. D. 1935 before me Pearl Emick a Notary Public in and for said County and State, came Robert A. Haggart and Laura R. Haggart 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 December 31 1936 Pearl Emick 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 7th day of September A. D. 1935

Attest: Pearl Emick Secretary
John E. Emick President
Douglas County Building and Loan Association

This Release was written on the original Mortgage's and filed this 22nd day of September 1935
Harold A. Beck
Reg. of Deeds.
Deputy