

Receiving No. 1108

MORTGAGE RECORD 82

Reg. No. 255
Fee Paid \$1.75

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the <u>6</u> day of Sept. <u>A. D. 1935</u> , At <u>1:35</u> P. M. <u>Harold A. Buick</u> Register of Deeds. By _____ Deputy.
TO	

THIS INDENTURE, Made this 5th day of September in the year of our Lord nineteen hundred thirty five between Perry O. Buck and Bessie V. Buck, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of _____
*****Seven Hundred and No/100***** 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 its successors 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:

The South Two Hundred Ten (210) feet of that portion of the South West Quarter of Block Number Four (4) in Earl's Addition to the City of Lawrence, lying East of the L.L. & G. Railroad and North of Hancock Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Perry O. Buck and Bessie V. Buck 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 Seven Hundred and No/100 ***** Dollars, according to the terms of one certain mortgage note this day executed and delivered by the said Perry O. Buck and Bessie V. Buck to the said part Y of the second part its successors and assigns

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 its 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 parties of the first part their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have herunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of Perry O. Buck (SEAL)
Bessie V. Buck (SEAL)

STATE OF KANSAS, } ss.
County of Douglas, }
BE IT REMEMBERED, That on this 6th day of September
A. D. 19 35 before me John C. Buick a Notary Public in and for said County and State,
came Perry O. Buck and Bessie V. Buck, husband & wife
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 January 13th 19 35 John C. Buick 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 5th day of March A. D. 19 36
Attest: Harold A. Buick
(comp. seal) The Douglas County Building and Loan Association
by Pearl Emich, Secretary.

This release was written on the original mortgage entered this 6 day of March 1936

Harold A. Buick
Reg. of Deeds