

Receiving No. 1140

MORTGAGE RECORD 82

Reg. No. 271
Fee Paid \$0.75

The World Co., Lawrence, Kansas

FROM

Cora A. Kendall et al
TO

Walter H. Andrews

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of
September A. D. 1935, At 8:00 A. M.

By

Deputy.

Harold A. Best
Register of Deeds.

THIS INDENTURE Made this 10th day of September in the year of our Lord nineteen hundred and thirty five between Cora A. Kendall and Charles S. Kendall, her husband,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Walter H. Andrews

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Three hundred and fifty

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:

Lot Twelve (12) and the West half of Lot Eleven (11) in Stoele's Sub-division of Block Eight (8) in Earl's Addition, Lawrence, Kansas.

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

Cora A. Kendall and Charles S. Kendall, her husband

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 except a mortgage of \$750.00 with interest to The Lawrence Building & Loan Association, Lawrence, Kansas.

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

Three hundred and fifty

Dollars, according to the terms of

a certain note this day executed and delivered by the said

Cora A. Kendall and Charles S. Kendall, her husband,

to the said part 2nd of the second part Walter H. Andrews

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 surplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said parties of the first part their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Cora A. Kendall (SEAL)

Charles S. Kendall (SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 10th day of September

A. D. 1935 before me Myrtle McConnell

a Notary Public in and for said County and State,

came Cora A. Kendall and Charles S. Kendall her husband,

(SEAL)

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 Jan 23, 1939 19

Myrtle McConnell 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 2nd day of May A. D. 1935.

Attest:

*Walter H. Andrews*This Release was written on the original Mortgage entered this 3 day of May 1935
Harold A. Best
Reg. of Deeds.
Kendall