

Receiving No. 1303

MORTGAGE RECORD 82

Reg. No. 315
Fee Paid \$0.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of October A. D., 1935 At 9:40 A. M.

TO

Harold A. Houk
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 12th day of October in the year of our Lord nineteen hundred Thirty Five between John B. Colyer and wife Anna Colyer

of Lawrence in the County of Douglas and State of Kansas
of the first part, and H. A. Houk of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three 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 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:

Lot Number Ten (10) Block Fifteen (15) in Lane Place, Addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 to The Douglas County Building and Loan Association in the amount of \$700.

This grant is intended as a mortgage to secure the payment of the sum of Three Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part 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 surplus, if any there be, shall be paid by the party 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 hands and seal the day and year first above written.

Signed, sealed and delivered in presence of John B. Colyer (SEAL)
Anna Colyer (SEAL)

STATE OF KANSAS, Douglas County, ss. BE IT REMEMBERED, That on this 12th day of October 1935 before me Chas. E. Louk a Notary Public in and for said County and State, came John B. Colyer and wife, Anna Colyer 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 26 1939 Chas. E. Louk 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 20th day of August A. D. 1936
Attest: H. A. Houk

This Release was written in the original mortgage entered this 11th day of August 1936
Harold A. Houk
Reg. of Deeds.