

MORTGAGE RECORD 82

Receiving No. 3644

Reg. No. 920 A  
Fee Paid \$2.00

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of January A. D. 1937, At 5:35 P. M.

TO

Harold A. Bask  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 5th day of January in the year of our Lord nineteen hundred thirty seven between Charles G. Czaplinski and Laura M. Czaplinski his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and J. J. Tobler of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight Hundred (\$800.00) 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 One Hundred Ninety Eight (198) on the East side of New York Street in "The Elms" an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles G. Czaplinski and Laura M. Czaplinski 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 Eight Hundred Dollars, according to the terms of one certain Note this day executed and delivered by the said Charles G. Czaplinski and Laura G. Czaplinski to the said party of the second part J. J. Tobler

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 Charles G. Czaplinski and Laura M. Czaplinski heirs and assigns

IN WITNESS WHEREOF, The said parties 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 Charles G. Czaplinski (SEAL)  
Laura M. Czaplinski (SEAL)

STATE OF KANSAS,  
Douglas County, ss. BE IT REMEMBERED, That on this 5th day of January 1937 before me, Frank Fox a Notary Public in and for said County and State, came Charles G. Czaplinski and Laura M. Czaplinski his wife 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 July 7 1940 Frank Fox 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 7 day of October A. D. 1937

Attest: J. J. Tobler

This Release was written on the original Mortgage entered this 28 day of October 1937  
Harold A. Bask  
Reg. of Deeds.