

Receiving No. 3930 A

MORTGAGE RECORD 82

Reg. No. 981 A

Fee Paid \$0.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of March A. D. 1937. At 2:45 P. M.

TO

By Harold A. Beck Register of Deeds.

Deputy.

THIS INDENTURE, Made this 27th day of February In the year of our Lord nineteen hundred thirty seven between May Martin and Andrew J. Martin, her husband,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Emma S. Bennett

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Hundred Seventy Five and no/100 (\$275.00) 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 part 2nd of the second part her 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 Twenty Six (26) on New Jersey Street in the city of Lawrence, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said May Martin and Andrew J. Martin, 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

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred Seventy Five 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 part 2nd of the second part, said note to bear six per cent interest and payable six Dollars (\$6.00) per month

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 her 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 2nd making such sale, on demand, to said parties of the first part heirs and assigns

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

Signed, sealed and delivered in presence of

Andrew J. Martin (SEAL)

May Martin (SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this 27th day of February, 1937 A.D. 1937 before me The undersigned a Notary Public in and for said County and State, came May Martin and Andrew J. Martin, 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 April 22nd 1940 Chester A. Hemphill 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 1st day of August A. D. 1941

Attest:

Emma S. Bennett

This Release was written on the original mortgage entered in the County of Douglas, Kansas on the 27th day of February, 1937.

Harold A. Beck

Reg. of Deeds