

Receiving No. 4444

MORTGAGE RECORD 82

Reg. No. 1097
Reg. Fee \$2.50

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Harvey M. Booth Helen E. Booth	This instrument was filed for record on the 11 day of
TO	June A. D. 1937, At 11:00 A. M.
H. L. O'Neil	By <i>Harold A. Beck</i> Register of Deeds.
	Deputy.

THIS INDENTURE, Made this 9th day of June in the year of our Lord nineteen hundred thirty seven between Harvey M. Booth and Helen E. Booth, his wife

of Baldwin in the County of Douglas and State of Kansas.

of the first part, and H. L. O'Neil

of the second part.

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

Lots Number 145, 146, 147, 148, 149, 150, 152, 154, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, and 174 on Indiana Street Baldwin City and

Lots Number 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, on Jersey Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Harvey M. Booth and Helen E. Booth

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 One Thousand

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Harvey M. Booth and Helen E. Booth

to the said party of the second part due in two years with 5% interest payable

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 Harvey M. Booth and Helen E. Booth their heirs and assigns

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

Signed, sealed and delivered in presence of

Harvey M. Booth (SEAL)

Helen E. Booth (SEAL)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 9th day of June

A. D. 1937 before me W. M. Clark a Notary Public in and for said County and State, came Harvey M. Booth and Helen E. Booth 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 May 15th 1939 W. M. Clark 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 4 day of January A. D. 1938

Attest: W. M. Clark H. L. O'Neil

This Release was written on the original Mortgage and entered this 4 day of January 1938

Harold A. Beck
Register of Deeds.