

Receiving No. 5249 ^

## MORTGAGE RECORD 82

Reg. No. 1299 ^  
Fee Paid \$3.75

The World Co. Lawmmer, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of  
November A. D. 1937, At 10:55 A. M.By Harold A. Beck  
Register of Deeds.  
Deputy.THIS INDENTURE, Made this 20th day of October In the year of our Lord nineteen hundred  
thirty-seven between Muriel M. Gessner and Benjamin A. Gessner, her husband,of Baldwin City in the County of Douglas and State of Kansas  
of the first part, and F. C. Moore and Carrie Moore, or the survivor of them, of Watertown, Massachusetts,  
of the second part.

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

FIFTEEN HUNDRED & 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 parties of the second part their 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:The north ninety-two (92) feet of Lots numbered Ninety-five (95), Ninety-seven (97) and  
Ninety-nine (99) on King Street in the City of Baldwin Citywith all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Muriel M. Gessner and Benjamin A. Gessner, 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

FIFTEEN HUNDRED & NO/100

Dollars, according to the terms of

one certain note this day executed and delivered by the said  
Muriel M. Gessner and Benjamin A. Gessner, her husband,  
to the said parties of the second part due \$75.00 and interest semi-annually with privilege to pay any amount  
additional at any semi-annual payment dateand 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 con-  
veyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part  
their 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 parties making such sale, on demand, to said  
Muriel M. Gessner and Benjamin A. Gessner, her husband, their heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have herunto set their hands and seals the day and year  
first above written.

Signed, sealed and delivered in presence of

Muriel M. Gessner (SEAL)Benjamin A. Gessner (SEAL)

STATE OF KANSAS,

County of Douglas, ss.BE IT REMEMBERED, That on this 21st day of OctoberA. D. 1937 before me J. A. Pollock a Justice of the Peace a Notary Public in and for said County and State,  
came Muriel M. Gessner and Benjamin A. Gessner, her husband,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 term expires Jan 1st 1939J. A. Pollock Notary Public.  
Justice of the Peace

## 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 21st day of March A. D. 1937.

Attest:

Edw. M. EstebanL. H. Moore  
Harriet MooreThis release  
was written  
on the original  
mortgageI entered  
this 11 day  
of March  
1937

Harriet Moore

Reg. of Deeds

Deputy