

Receiving No. 5932

## MORTGAGE RECORD 82

Reg. No. 1445  
Fee Paid \$7.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

Harry A. Weaver and Sara B. Weaver, his wife

May A. D. 19 38 At 11: 35 A. M.

TO

Harry J. Glahn or Fredricka R. Glahn, or the survivor

Deputy.

THIS INDENTURE, Made this 27th day of April in the year of our Lord nineteen hundred thirty-eight between Harry A. Weaver and Sara B. Weaver, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and Harry J. Glahn or Fredricka R. Glahn, his wife, or the survivor,

parties of the second part.

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

Lot 19, less the South 10 feet, and all of Lot 20, Block 8 in University Place, 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 first parties

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 Three thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said first parties

to the said parties of the second part or the survivor

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 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 surplus, if any there be, shall be paid by the parties making such sale, on demand, to said first parties, 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

Harry A. Weaver (SEAL)

Sara B. Weaver (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 27th day of April A. D. 19 38 before me the undersigned T. F. Boyce a Notary Public in and for said County and State, came Harry A. Weaver and Sara B. Weaver, 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 August 2 19 38 T. F. Boyce 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 12th day of Feb A. D. 1943

Attest:

Harry J. Glahn  
Fredricka R. Glahn

This Release was written on the original Mortgage and entered this 12th day of February 1943  
Nardle  
Reg. of Deeds.