

MORTGAGE RECORD 82

Receiving No. 6259

Reg. No. 1536

Fee Paid \$1.50

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of July, 1938, at 8:40 A. M.

TO

By

Deputy.

THIS INDENTURE, Made this 28th day of June in the year of our Lord nineteen hundred thirty eight between

Earl V. Marriott and his wife, Ethel Marriott

of Lawrence in the County of Douglas and State of Kansas
of the first part, and George L. Kapper

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

\$ Six Hundred 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 part y 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 No. One Hundred Fourteen (114) on Kentucky Street in the City of Lawrence.

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

parties of the first part

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 except a mortgage of \$2500.00 in favor of the Douglas County Building and Loan Association

This grant is intended as a mortgage to secure the payment of the sum of

\$ Six Hundred and no/100 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 y of the second part

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 y 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 part y making such sale, on demand, to said parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said part 1st 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

Earl V. Marriott (SEAL)

Ethel Marriott (SEAL)

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 2nd day of July

A. D. 1938 before me the undersigned a Notary Public in and for said County and State,

came Earl V. Marriott and wife, Ethel Marriott

to me personally known to be the same persons 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 January 13th 1940 John C. Emick 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 14th day of March A. D. 1942

Attest:

George L. Kapper

This Release was written on the original Mortgage entered into by of Kansas 1938

Notary Public