

Receiving No. 6990

## MORTGAGE RECORD 82

Reg. No. 1700  
Fee Paid \$11.25

The World Co., Lawrence, Kansas

FROM

Frances F. Jones and H. Penfield Jones, her  
husband

TO

Charline Fitzpatrick

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of  
December A. D. 19 38 At 11:25 A. M.

By

Deputy.

THIS INDENTURE, Made this fifth day of December in the year of our Lord nineteen hundred  
thirty-eight between Frances F. Jones and H. Penfield Jones, her husband,of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Charline Fitzpatrick

of the second part.

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

Four Thousand Five Hundred (\$4,500.00) 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 party 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:The West One-Half (1/2) of Lot number Seven (7) in Moreland Place, an addition to the  
City of Lawrence, Douglas County, Kansas.

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

Frances F. Jones and H. Penfield Jones,  
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 indefensible 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 \$4,500.00

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Frances F. Jones and H. Penfield Jones  
to the said party of the second partand 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  
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 party making such sale, on demand, to said

Frances F. Jones and H. Penfield Jones their heirs and assigns

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

Signed, sealed and delivered in presence of

Frances F. Jones (SEAL)

H. Penfield Jones (SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this fifth day of December

A. D. 19 38 before me the undersigned a Notary Public in and for said County and State,

came Frances F. Jones and H. Penfield Jones, 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.

(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 10/3 19 40 Arthur S. Peck 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 5th day of June A. D. 19 42

Attest: John W. Brand  
Notary Public

Charline Fitzpatrick

(Seal) Commission expires July 25, 1943

This Release  
was written  
on the original  
Mortgage  
entered  
this 5th day  
of June  
1942  
by  
Arthur S. Peck  
Reg. of Deeds.