

Receiving No. 5997

MORTGAGE RECORD 82

Reg. No. 1702

Fee Paid \$2.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of December A. D. 19 38 At 10:40 A. M.

TO

Harold A. Wade
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 6th day of December in the year of our Lord nineteen hundred thirty eight between Fannie Bryant a widow

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Etta Volora Heffner

of the second part.

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

One Thousand fifty (\$1050.00) DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part of the second part 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 South Fifty (50) feet less the East Forty (40) feet and less the West One Hundred Twenty Five (125) feet thereof of Lot No. Three (3) in Block No. Three (3) in that part of the City of Lawrence, known as South Lawrence an Addition to the City of Lawrence.

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

do hereby covenant and agree that at the delivery hereof she is 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 Fifty (\$1050.)

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Fannie Bryant

to the said part of the second part

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 part of the second part 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 part making such sale, on demand, to said Fannie Bryant heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Fannie Bryant (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of December

A. D. 19 38 before me Frank Fox

a Notary Public in and for said County and State,

came Fannie Bryant a widow

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 July 7 19 40

Frank Fox Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this day of A. D. 19