

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of

June A. D. 1939, At 1:30 P. M.

Nard A. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 13th day of June In the year of our Lord nineteen hundred 1939 between G. C. Sizer and Dora L. Sizer his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Carey M. Henry of Indianapolis Ind.

of the second part.

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

Two Thousand Dollars 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 2nd 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:

The West One half of the Southeast Quarter of Section Twenty Seven Township Thirteen, Range Twenty

This mortgage is given to correct error in description of a mortgage given by the same parties to the same party, where Section 17 was used whereas it should have read Section twentyseven. Said mortgage recorded in Book 72, page 631.

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

do hereby covenant and agree that at the delivery hereof he 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 Two thousand Dollars, according to the terms of a certain dated May 19, 1934 this day executed and delivered by the said Parties of the first part

to the said part 2nd of the second part party of the first 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 2nd 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 overplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said parties of the first part heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

G. C. Sizer (SEAL)

Dora L. Sizer (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 13 day of June

A. D. 1939 before me C. B. Hosford a Notary Public in and for said County and State, came G. C. Sizer and Dora L. Sizer his wife

(SEAL) 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 Commission expires June 26, 1939 19 C. B. Hosford 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 10 day of July A. D. 1940

Attest:

*C. B. Hosford**Mrs. A. C. Sizer*
Attorney in Fact