

MORTGAGE RECORD—59.

This Indenture, Made this 20th day of Sept. A. D. 1937 between
Orl. O. Hiatt, a bachelor.

of Douglas County, in the State of Kansas of the first part, and
The Richland State Bank
of Shawnee County, in the State of Kansas of the second part;

Witnesseth, That said party of the first part, in consideration of the sum of
Four Hundred No. 100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, this heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas County and State of Kansas to wit:

Beginning at a point 558 feet west of the north east corner of south west quarter of Section No. One (1) Township Fourteen (14) South of Range 70. Squelien (17) East of the 6th. P.M. Kansas; Thence running west 255 feet; Thence South 231 1/4 feet; Thence East 558 feet; Thence South 108 1/4 feet; Thence East 78 1/4 feet; Thence South to Section line; Thence East 450 feet; Thence North 119 1/2 feet; Thence East 76 1/2 feet; Thence North 470 1/4 feet; Thence west 580 1/4 feet; Thence North 506 1/4 feet; Thence East 380 1/4 feet; Thence North 231 1/4 feet to the place of beginning; Area 3 1/2 acres School Thence Lot; Two Acres to Peter Schütz and Warren to J. J. Brown

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Orl. O. Hiatt

has this day executed and delivered me certain promissory note in writing to said parties of the second part, of which the following is a copy:

\$400.00

Richland, Kansas, Sept. 20th. 1937

On or before Sept. 20th. 1937 after date, I, me or either of us, promise to pay The Richland State Bank or order, Four Hundred No. 100 Dollars, at The Richland State Bank, Richland, Kansas, for value received, with interest at six per cent per annum from date until paid. Interest payable annually.

Past Office

Orl. O. Hiatt

Copy

Now, If said party of the first part shall pay or cause to be paid to said parties of the second part, this heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Executed in the presence of

Orl. O. Hiatt

STATE OF KANSAS,

Shawnee County, } ss.

Be it Remembered, That on this 20th day of Sept. A. D. 1937 before me

The undersigned

Orl. O. Hiatt

who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Feb 23 1937

Roland M. Danell

Notary Public.

Recorded Oct. 5. A. D. 1934 at 9:00 A. M.

Em. C. Montgomery, Recorder of Deeds.

A. D. 1937 between

of the first part, and

of the second part;

Defendants,

Kan
Kansas

(Defendants) of Section
south of the
line, 27 acres
part divided
P.M. in

any wise appertaining, forever:

of which the following

1934

and of the
interest thereon
annually; and
and the total

if placed in

assigns, said sum of money

ts shall be wholly discharged

not paid when the same is due,

en the same are by law made

of the second part

ve written.

This release
was written
on the original
mortgage
entered
this 14 day
of December
1937

Harold A. Berk

Barbara Leebor

A. D. 1937 before me

County and State, same

wife

writing, and such person, s

t above written.

Notary Public.

for Release Sec.
Bond 113- Page 413