

Revolving No. 6878 ✓

MORTGAGE RECORD—59.

Reg. No. 16732
Fee Paid \$ 1.75

This Indenture, Made this 8th day of October A. D. 1938 between

Richard L. Atwood, a single man

of Lincoln County, in the State of Kansas of the first part, and

of Lincoln County, in the State of Kansas of the second part;

Witnesseth, That said party _____ of the first part, in consideration of the sum of

Seventy Hundred Eight and 40/100 (\$708.40) and 09/100 DOLLARS,

the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said party _____ of the second part, her

heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas

to wit:

Undivided one fourth (1/4) interest in the following described tract(s), to-wit:
 Beginning at the Southeast corner of Southeast Quarter, thence East 160 rods, North 160 rods, West 120 rods, South 160 rods, West 160 rods to the center of Cole Creek, thence westerly along the center of Cole Creek to the west line of the Northwest Quarter, thence South to the center, beginning, West 160 rods (3) acres being the right of way of the Atchison, Topeka and Santa Fe Railway in Section thirty-four (34) Township Thirteen (13) Range Twenty (20); and the South half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter, Section thirty-four (34) Township Thirteen (13) Range Twenty (20) containing 200 acres, more or less.

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

Provided Always, And these presents are upon this express condition, that whereas said Party of the first

part, this day executed and delivered _____ certain promissory note _____ in writing to said party _____ of the second part, of which the following

is the sum of Seven Hundred Eight and 40/100 Dollars, due and payable Oct. 8, 1943

and with interest rate and pre-payment clauses stated thereon

Cashed, Kansas October 8, 1943

On the 8th day of October 1943 for value received, I, we, or they, do promise to pay

to the order of _____ Seven Hundred and Eight and 40/100 Dollars with interest at the rate of eight percent per annum from maturity until paid.

Interest payable semi-annually and if not paid when due shall add to and

become a part of the principal. Both interest and principal shall draw interest at the rate of one cent per annum from maturity until paid.

The undersigned indorses and certifies to the above named payee

that the payment of principal and interest shall be made for my account.

This note, which costs 7% interest, is an alteration, such a change shall not be

Made at mature. Payable in cash. I am a Richard L. Atwood

principal back to my and receive a privilege

paying all on any interest payment date.

Now, If said party _____ of the first part shall pay or cause to be paid to said party _____ of the second part, her

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

Richard L. Atwood

STATE OF KANSAS,

Lincoln } ss.
County,

Be it Remembered, That on this 8th day of October A. D. 1938 before me

the undersigned, a Notary Public in and for the County and State aforesaid,

Richard L. Atwood, a single man

who is personally known to me to be the same person who executed the within instrument of writing, and such person

duly acknowledged the execution of the same.

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

Glen Sheppard
Notary Public

Term Expires Jun. 3, 1947

Recorded November 3, 1938 at 11:00 A.M.

Harold G. Beck
Register of Deeds.