

MORTGAGE RECORD 72

SAVE EIGHTH STATIONERY CO KANSAS CITY MO 64111

FROM

J. M. Nabb et ux

TO

Wm. S. Nabb

By

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of
Oct A. D., 1928, At 2:35 P. M.

Ira E. Wellman

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 16 day of Aug. in the year of our Lord nineteen hundred twenty-eight between J. M. Nabb and Atha E. Nabb, husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Ed. S. Nabb

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Nine Hundred forty and no/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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:

Lots 135- 137 High Street ,Baldwin City, Douglas County , Kansas

with all the appurtenances, and all the estate, title and interest of the said part **ies** of the first part therein. And the said
J. M. Nabb

do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and se^d 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 \$940.00

a certain note _____, according to the terms of
J.M.Nabb _____ executed and delivered by the said
to the said part Y _____ 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 party Y 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 all other charges of making such sale, and the overplus, if any there be, shall be paid by the party Y making such sale, on demand, to said J.W. Webb

IN WITNESS WHEREOF, The said part ies of the first part ha ve herunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

J.M. Kabb (SEAL)

Atha L. Kabb (SEAL)

STATE OF KANSAS,
COUNTY OF Douglas xxxxxx ss. BE IT REMEMBERED, That on this 20 day of Aug.
A. D. 19 28 before me the undersigned a Notary Public in and for said County and State,
came J. M. Nabb and Atha L. Nabb, his wife
L.S. 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: July 22 1931 xxxx E. L. Recon. Notary Public.
My Commission expires

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 12 day of May A. D. 1922
 ATTEST: William S. Mills

This Release
as written
on the original
for [unclear]
this 1-7-68 by
[unclear]
[unclear]
[unclear] of Dept.
[unclear]