

MORTGAGE RECORD 72

Reg. # 3855
Fee Pd \$ 2.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of Dec A. D. 1928, At 11⁰⁰ A. M.D. M. Shotwell et ux
TO

T. L. McCormick

By Geo E. Williams Register of Deeds.
Deputy.THIS INDENTURE, Made this 1st day of December in the year of our Lord nineteen hundred twenty-eight between D. M. Shotwell and Tillie J. Shotwell, his wife,of Baldwin in the County of Douglas and State of Kansas
of the first part, and T. L. McCormick

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Thirty Two Hundred & No/100

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 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:North-east quarter (NE $\frac{1}{4}$) of Section Twenty-six (26)
Township Fourteen (14), Range Nineteen (19), 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 saidD. M. Shotwell and Tillie J. Shotwell, His wifedo hereby covenant and agree that at the delivery hereof they are 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 no exceptionsThis grant is intended as a mortgage to secure the payment of the sum of Thirty Two Hundred

Dollars, according to the terms of

one certain Note

this day executed and delivered by the said

D. M. Shotwell and Tillie J. Shotwell, his wife,to the said part y of the second partand 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 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 the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to saidD. M. Shotwell and Tillie J. Shotwell, his wife

heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand & seal & the day and year first above written.

Signed, sealed and delivered in presence of

D. M. Shotwell

(SEAL)

Tillie J. Shotwell

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.BE IT REMEMBERED, That on this 1 day of DecemberA. D. 1928before me E. L. Bacon

a Notary Public in and for said County and State,

came D. M. Shotwell and Tillie J. Shotwell, his wifeL.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.

My Commission expires July 22,1931E. L. Bacon

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 23 day of MayA. D. 1928

ATTEST:

C. B. ButellT. L. McCormick25
24 May
Geo E. Williams