

MORTGAGE RECORD 72

387

BANK, 600 NORTH STATIONERY CO KANSAS CITY MO 64108

FROM
B. F. Clark & wife TO
M. A. Gorrill

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 2 day of Nov. A. D. 1929, At 11:45 P. M.
By *Ellie E. Augusting* Register of Deeds.
Ellen Hazard Deputy.

Rec. No. 45-2
Fee Paid 2.00

THIS INDENTURE, Made this twenty-second day of October in the year of our Lord nineteen hundred twenty-nine between
B. F. Clark, and Hattie E. Clark his wife
of in the County of Douglas and State of Kansas
of the first part, and M. A. Gorrill
of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One thousand (\$1000.00) 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 Northwest Quarter (NW¹/₄) of Section Twenty-five (25) in Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said B. F. Clark, and Hattie E. Clark, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 One thousand (\$1000.00) Dollars, according to the terms of one certain note this day executed and delivered by the said B. F. Clark and Hattie E. Clark his wife to the said part 2nd of the second part payable in one (1) year.

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 hereto 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 2nd making such sale, on demand, to said B. F. Clark and Hattie E. Clark, his wife their heirs and assigns.

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

Signed, sealed and delivered in presence of
B. F. Clark (SEAL)
Hattie E. Clark (SEAL)

STATE OF KANSAS, } ss.
COUNTY OF Douglas }
BE IT REMEMBERED, That on this 1st day of November A. D. 1929 before me Corydon E. Lindley a Notary Public in and for said County and State, came B. F. Clark and Hattie E. Clark his wife to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution Legal Seal of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above My Commission expires 21, 1933 Corydon E. Lindley 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 21st day of December A. D. 1929
M. A. Gorrill

This instrument was written on the original mortgage entered this 21st day of Dec. 1929
P. E. Gorrill
Reg. of Deeds.
County