

MORTGAGE RECORD 72

SAUL DEEDS NORTH STATIONERS CO KANSAS CITY MO 64102

FROM L. E. Mignot et al TO J. M. Dwyer	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 8 day of Jan. A. D. 1932, At 8:30 A. M. <i>Elsie C. Conant</i> By _____ Register of Deeds. Deputy.
---	--

Reg. No. 257
Fee Paid \$1.20

THIS INDENTURE, Made this 15th day of December in the year of our Lord nineteen hundred Twenty Nine between Lucien E. Mignot and Clara C. Mignot, his wife and Fred Hughes, a single man of Wellsville in the County of Franklin and State of Kansas of the first part, and J. M. Dwyer of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty five hundred and no/100 (\$4,500.00) 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 party 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 East one hundred twenty (120) acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty three (33) Township Fourteen (14) Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties do 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

This grant is intended as a mortgage to secure the payment of the sum of Forty five hundred Dollars, according to the terms of one certain Note this day executed and delivered by the said first parties to the said party of the second part payable three years after date with interest at rate of 5 $\frac{1}{2}$ % payable annually with privilege of paying all or any part of principal at any interest paying date after the first 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 party 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said first parties their heirs and assigns

IN WITNESS WHEREOF, The said parties 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
L. E. Mignot (SEAL)
Clara C. Mignot (SEAL)
Fred Hughes (SEAL)

STATE OF KANSAS,) ss.
COUNTY OF Franklin) DE IT REMEMBERED, That on this 14th day of Jan. A. D. 1932 before me H. E. Jewell a Notary Public in and for said County and State, came Lucien E. Mignot & Clara C. Mignot, his wife and Fred Hughes, a single man to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written
My Commission expires Feb. 24 1932 H. E. Jewell 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 19th day of December A. D. 1932

ATTEST:

J. M. Dwyer

Register of Deeds

This Release was written on this original Mortgage, entered this 12th day of Jan. 1932

Elsie C. Conant

Register of Deeds