

Reg. No. 676  
 For Paid \$4.00

## MORTGAGE RECORD 72

SAML. BOOK NORTH STATIONERY CO. KANSAS CITY, MO. 64108

Reg.  
Fee

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

 This instrument was filed for record on the 12 day of  
 March A. D. 19 30, At 2:55 P. M.

 Bertha M. Weybright & hus.  
 TO

*Edw. E. Armstrong*

 Register of Deeds.  
 Deputy.

John C. Davis

By

Deputy.

THIS INDENTURE, Made this Twelfth day of March in the year of our Lord nineteen hundred Thirty between Bertha M. Weybright and Charles Weybright, her husband of Topeka, in the County of Shawnee and State of Kansas of the first part, and John C. Davis of the second part.

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Sixteen Hundred Thirty Five & 00/100 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 2<sup>d</sup> 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 South half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of the Northeast Quarter, all of Section Fifteen, Township Fourteen, Range Eighteen, East of the Sixth P. M.,

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said parties of the first part

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

Sixteen hundred thirty five Dollars, according to the terms of one certain Promissory this day executed and delivered by the said Bertha M. Weybright and Charles Weybright to the said part 2<sup>d</sup> of the second part of even date herewith due in five years from date at 6 1/2 per cent

interest payable semi-annually 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 2<sup>d</sup> 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 part 2<sup>d</sup> making such sale, on demand, to said Bertha M. Weybright and Charles Weybright their heirs and assigns

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the 2<sup>d</sup> part have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered in presence of

Bertha M. Weybright (SEAL)

Charles Weybright (SEAL)

STATE OF KANSAS,

COUNTY OF Cenge ss.

BE IT REMEMBERED, That on this 12th day of March

A. D. 19 30 before me J. A. Kesler a Notary Public in and for said County and State,

came Bertha M. Weybright and Charles Weybright, her husband

Legal Seal 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

My Commission expires written July 12th 1931 19 J. A. Kesler 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 20th day of Jan. A. D. 19 34

ATTEST:

*John C. Davis*

 This Release is  
 duly certified  
 by the original  
 mortgagor and  
 secured party  
 on 2nd day  
 of Jan. 1934  
*Edw. E. Armstrong*