

MORTGAGE RECORD 72

417

Reg. 815
Fee \$3.25

SAUL ROSS NORTH STATIONERY CO KANSAS CITY MO 64108

FROM
John Bell and wife
TO
Rebecca Jane Fuhs

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 26 day of May A. D. 1930, At 10:15 A. M.
Eli E. Armstrong
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 22nd day of May in the year of our Lord nineteen hundred Thirty between John Bell and Minnie M. Bell his wife of the first part, and Rebecca Jane Fuhs of the second part.

WITNESSETH, That the said part 1es of the first part, in consideration of the sum of Thirteen Hundred 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 her 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 North one-half of the Northwest Quarter (E $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{4}$) of Section Six (6) Township Fifteen (15) Range Twenty-one (21) containing eighty acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1es of the first part therein. And the said John Bell and Minnie M. Bell 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 Thirteen Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said John Bell and Minnie M. Bell 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 part y of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner provided 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 y making such sale, on demand, to said John Bell and Minnie M. Bell heirs and assigns

IN WITNESS WHEREOF, The said part 1es of the first part ha ve hereunto set their hand s and seal s the day and year first above written.
Signed, sealed and delivered in presence of John Bell (SEAL)
W. O. Gibbon Minnie M. Bell (SEAL)

STATE OF KANSAS, }
COUNTY OF Douglas } ss.
A. D. 1930 before me W. O. Gibbon a Notary Public in and for said County and State, came John Bell and Minnie M. Bell, his wife to me personally known to be the same person 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 July 22 1933 W. O. Gibbon 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 day of A. D. 19

ATTEST: