

MORTGAGE RECORD 72

Reg. 823
Fee 574

LAW, DOUGLAS COUNTY, KANSAS CITY, MO.

FROM
J. A. Deppe a single man
TO
H. L. O'Neil

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 31 day of
May A. D. 19 30, At 3:20 P. M.
Clair E. Connelley
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 31st day of May in the year of our Lord nineteen hundred thirty between
J. A. Deppe, a single man
of the first part, and H. L. O'Neil of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of One Hundred and no/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es 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:

The East Eight acres (8) of the South Half of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-one (31) Township Fourteen (14) Range Twenty-one (21) east of the Sixth principal meridian.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said J. A. Deppe do es hereby covenant and agree that at the delivery hereof he is 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 whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said J. A. Deppe 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 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 y making such sale, on demand, to said J. A. Deppe his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of J. A. Deppe (SEAL)
(SEAL)

STATE OF KANSAS,
COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 31st day of May A. D. 19 30 before me W. O. Gibbon a Notary Public in and for said County and State, came J. A. Deppe 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 19 33 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 27th day of August A. D. 19 31
ATTEST: *H. L. O'Neil*

This Release was filed on the original Mortgage

entered on the day of August 1931

William H. Hester
Reg. of Deeds
Douglas