

# MORTGAGE RECORD 72

435

RAWL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

FROM

Albert R. Pine and wife  
TO

Theodore Wiley, et al.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of Aug. A.D. 19 30, At 11:20 A. M.

*E. S. Combs*

Register of Deeds.

By

Deputy.

Reg. No. 912  
Fee Paid \$1.25

THIS INDENTURE, Made this 2nd day of August in the year of our Lord nineteen hundred thirty between Albert R. Pine and Ethel Pine, his wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Theodore Wiley, Elza Wiley and Millard Wiley, Partners doing business as Wiley Bros. of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Five Hundred 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 ies of the second part their 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:

That portion of lot three (3) section nineteen (19), township twelve (12), range twenty (20), east of the 6 P. W. lying east of the right of way of the Union Pacific Railway, easter division containing 14 and 57/100 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Albert R. Pine

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 except one first mortgage in favor of the Watkins National Bank in the principal sum of \$1750.00

This grant is intended as a mortgage to secure the payment of the sum of Five Hundred Dollars

Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part ies of the second part

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 ies of the second part their 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 ies making such sale, on demand, to said parties of the first part their heirs and assigns

IN WITNESS WHEREOF, The said part ies 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

Albert R. Pine (SEAL)

Ethel Pine (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 2 day of August

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

came Albert R. Pine and Ethel Pine, 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 August 2 19 30 Alberta Johnson 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 4th day of March A. D. 19 31

ATTEST:

*Theodore Wiley Millard Wiley  
Elza Wiley  
Partners doing business as  
Wiley Bros.*

This Release was written on the original Mortgage

entered this 2 day of March 19 31

*E. S. Combs*

Reg. of Deeds.

*Ellen Schaefer*

Opus