

## MORTGAGE RECORD 72

STATE OF KANSAS, DOUGLAS COUNTY, ss.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Fred J. Whaley and wife

This instrument was filed for record on the 16 day of Sept. A. D. 1930, At 4:50 P. M.

George C. Whaley

By

Register of Deeds  
Deputy.Reg. No 276  
Fee Paid 1.00

THIS INDENTURE, Made this Seventeenth day of April in the year of our Lord nineteen hundred twenty eight (1928) between

Fred J. Whaley and Jessie C. Whaley his wife

of in the County of Douglas and State of Kansas  
of the first part, and George C. Whaley

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four thousand & No/100 (\$4000.00) 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 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:

That part of the Southwest fractional Quarter ( $\frac{1}{4}$ ) of Section Fourteen (14) Township Thirteen (13) South, of Range Twenty (20), East of the 6th P. M. lying South and East of the Wakarusa River and East of the West boundary line of the Shawnee Reservation, less the Northeast Twenty (20) Acres thereof, containing 104 acres more or less.

ALSO

The Northwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23) Township Thirteen (13) South, of Range Twenty (20), East of the 6th P. M., less a tract reserved in the Northwest corner thereof, forty five and two thirds ( $45 \frac{2}{3}$ ) rods North and South by Fourteen (14) rods East and West containing Four (4) acres more or less, and containing in all One hundred Forty (140) 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 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 except a first mortgage of \$5500.00 to Collins Mortgage Company

This grant is intended as a mortgage to secure the payment of the sum of Four thousand & no/100

one certain note Dollars, according to the terms of this day executed and delivered by the said

parties of the first part

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 parties of the first part

heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand & seal & the day and year first above written.

Signed, sealed and delivered in presence of

Fred J. Whaley (SEAL)

Jessie C. Whaley (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 17th day of April A. D. 1930 before me, Frank E. Banks a Notary Public in and for said County and State, came Fred J. Whaley and Jessie C. Whaley his wife

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 November 8 1930 Frank E. Banks 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 9th day of July A. D. 1935

ATTEST:

Minnie J. Whaley

This Release was written on the original Mortgage

on 27th day of August

Frank E. Banks

Reg. of Deeds

Deputy

For assignment see Book 77-Page 203