

## MORTGAGE RECORD 72

DAVID DODD NORTH STATIONARY CO KANSAS CITY MO 64108

FROM

John Moody and wife

TO

Agnes T. Fuller

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

May A. D. 1931, At 2:10 P. M.

*Elie C. Connelley*

Register of Deeds.

By

Deputy.

Rec. No. 1353  
File 112

THIS INDENTURE, Made this 1st day of March in the year of our Lord nineteen hundred thirty one between

John Moody and Mary M. Moody, his wife

of Eudora in the County of Douglas and State of Kansas

of the first part, and Agnes T. Fuller

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

no/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 2nd 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:

That part of the southwest one fourth of the southwest one fourth of section five township thirteen range twenty one lying west of the Wakarusa Creek; also the east twenty seven acres of the south one half of the southeast one fourth of section six, township thirteen, range twenty one

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John Moody

do as 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

This grant is intended as a mortgage to secure the payment of the sum of \$7,000.00

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

John Moody and Mary M. Moody, his wife

to the said part 2nd 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 2nd 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 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 2nd making such sale, on demand, to said parties of the first part

their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

John Moody

(SEAL)

Mary M. Moody

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 10th day of April

A. D. 1931 before me C. F. Richards a Notary Public in and for said County and State,

came John Moody and Mary M. Moody 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 April 4th 1931

C. F. Richards

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 11th day of August A. D. 1935.

ATTEST:

Mary M. Moody

Lily L. Fuller

Sole heirs of Agnes T. Fuller, deceased.

This release was written on the original mortgage entered this 11th day of August 1935

Janice Beam  
Reg. of Deeds  
By: Elie Connelley  
Deputy