

# MORTGAGE RECORD 72

435

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.	Reg. No. <u>1400</u>
JACOB SCHELLACK and FLORENCE SCHELLACK	This instrument was filed for record on the <u>11th</u> day of	Fee Paid <u>1.25</u>
TO	<u>June</u> A. D. 19 <u>31</u> , At <u>10:50</u> A. M.	
E. E. BAKER	<i>E. E. Armstrong</i>	Register of Deeds.
	By	Deputy.

THIS INDENTURE, Made this 8th day of June in the year of our Lord nineteen hundred and thirty one between Jacob Schellack and Florence Schellack

of Wellsville R. F. D. in the County of Douglas and State of Kansas  
of the first part, and E. E. Baker

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, have sold and by these presents do grant, bargain, sell and  
Mortgage to the said party 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 north half ( $\frac{1}{2}$ ) of the Northwest quarter ( $\frac{1}{4}$ ) of Section  
Thirty two (32) Township Fourteen (14) of Range Twenty one (21)  
in Douglas Co. Kansas

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 former and prior mortgage of \$2500.00

This grant is intended as a mortgage to secure the payment of the sum of Five Hundred  
Dollars, according to the terms of  
a certain note this day executed and delivered by the said  
Jacob Schellack and Florence Schellack  
to the said party 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 s. and seal s. the day and year  
first above written.  
Signed, sealed and delivered in presence of JACOB SCHELLACK (SEAL)  
FLORENCE SCHELLACK (SEAL)

STATE OF KANSAS,  
COUNTY OF JOHNSON COUNTY ss.  
A. D. 1931 before me C. W. Gorsuch a Notary Public in and for said County and State,  
came Jacob Schellack and Florence Schellack, his wife  
(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  
written. April 21 19 34 C. W. GORSUCH Notary Public.  
My Commission expires

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 28 day of August A. D. 1933  
ATTY: H. E. Miller E. E. Baker

Reg. No. 1400  
Fee Paid 1.25  
This Deed was  
filed for  
record  
on the  
11th day  
of June  
1931  
at 10:50  
A. M.  
E. E. Armstrong  
Register of Deeds.  
Douglas County, Kansas