

MORTGAGE RECORD 72

KANSAS, DODSWORTH STATIONERY CO. KANSAS CITY MO 64108

FROM

C. W. Walker a single man
TO

Peter Hastie

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of
Aug. A. D. 19 31, At 10:20 A. M.*Edw. E. Armstrong*Register of Deeds.
Deputy.Rec. No. 4483
Vol. 112 504

THIS INDENTURE, Made this 27th day of February in the year of our Lord nineteen hundred thirty one between
C. W. Walker a single man

of the first part, and Peter Hastie in the County of Douglas and State of Kansas

of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of
Two Hundred and no/100

DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he s 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:

All that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15 Township 13 Range 19 lying South and East of the center of the present public highway running in a south easterly and south westerly direction through said quarter section containing 31 acres more or less per U. S. Government Survey thereof

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said

C. W. Walker

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

This grant is intended as a mortgage to secure the payment of the sum of Two hundred (\$200.00)

Dollars, according to the terms of

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

C. W. Walker

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 party of the first part his heirs and assigns

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

Signed, sealed and delivered in presence of

C. W. Walker

(SEAL)

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 27th day of February

A. D. 19 31 before me the undersigned

a Notary Public in and for said County and State,

came C. W. Walker a single man

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

December 14th

19 31

J. D. McNeill

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 29th day of March A. D. 19 32

ATTEST:

E. B. Young
*W. L. Gaskin**J. J. Deines*

This Release was written as the original mortgage entered this 31st day of March 1932

Edw. E. Armstrong
Reg. of Deeds.
W. L. Gaskin