

MORTGAGE RECORD 72

SAML DOUGLASS STATIONERY CO KANSAS CITY MO 64120

FROM

Henry A. Stull and wife
TO

Charles Nichols

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
Oct. A.D. 1931, At 2:20 P. M.

E. F. Huddleston

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this fifth day of May in the year of our Lord nineteen hundred and thirty one between
Henry A. Stull and Matilda E. Stull husband and wife

of Leecompton in the County of Douglas and State of Kansas
of the first part, and Charles Nichols

of the second part.

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

Fifteen 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 part 2nd 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 one half of the South West fractional quarter of Section thirty of Township twelve
of Range Eighteen County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

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

Dollars, according to the terms of

one certain note this day executed and delivered by the said

parties of the first part

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 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 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 on the day and year first above written.

Signed, sealed and delivered in presence of

Henry A. Stull (SEAL)

Matilda E. Stull (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 7th day of May

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

came Henry A. Stull and Matilda E. Stull husband and 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 May 21, 1931 E. F. Huddleston 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 13th day of August A. D. 1934

ATTEST:

Charles Nichols

This Release was written in the original book of records and filed on the 13th day of August 1934.

L2340