

MORTGAGE RECORD 72

SAMUEL DOUGLASS STATIONERY CO KANSAS CITY MO 64108

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Howard Henry and wife	This instrument was filed for record on the 18 day of April A. D., 1932, at 2:30 P. M.
TO	<i>Chas. E. Cummings</i>
Charles Nichols	Register of Deeds.
	By Deputy.

THIS INDENTURE, Made this 11th day of April in the year of our Lord nineteen hundred Thirty-two between Howard Henry and Mae Henry, his wife,

of 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 ies of the first part, in consideration of the sum of Twenty-two Hundred and 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 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:

The east one-half of the Northwest Quarter of Section 14, Township 12, Range 17, Douglas County, Kansas, less cemetery.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Howard Henry and Mae Henry, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Twenty-two Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Howard Henry and Mae Henry, his wife, to the said part y of the second part.

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, their heirs and assigns

IN WITNESS WHEREOF, The said part ies 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 Howard Henry (SEAL)
Mae Henry (SEAL)

STATE OF KANSAS,
COUNTY OF DOUGLAS } ss. BE IT REMEMBERED, That on this 11 day of April A. D. 1932 before me the undersigned a Notary Public in and for said County and State, called Howard Henry and Mae Henry, his wife, Legal Seal to me personally known to be the same persons 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.
My Commission expires Mar. 14, 1936 L. P. Burgess 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 17 day of May A. D. 1934

ATTEST: Charles Nichols

This Release was written on the original Mortgage entered the 17 day of May 1934
Chas. E. Cummings
Reg. of Deeds.
Douglas County, Kansas