

MORTGAGE RECORD 72

575

SAUL GOODWORTH STATIONERY CO KANSAS CITY MO 64108

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
W I Collins and wife	This instrument was filed for record on the 25 day of Feb. A.D. 1933, At 2:30 P. M.
TO	By <i>Edw. S. Cunningham</i> Register of Deeds.
J H Kelsey	Deputy.

THIS INDENTURE, Made this 25th day of February in the year of our Lord nineteen hundred Thirty-three between W I Collins and Agnes Myrtle Collins, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and J H Kelsey of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500.00) 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 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:

All of the North-east quarter (4) of the North-west quarter (4) Section eight (8) township twelve (12) range nineteen (19) lying North of the Right of Way of the Atchison, Topeka, and Santa Fe Railway Company,

with all the appurtenances, and all the estate, title and interest of the said parties 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 \$500.00 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 party of the second part J H Kelsey, said note drawing interest at 8 per cent from date, due in two years from date hereof

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 party 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 party making such sale, on demand, to said heirs and assigns

IN WITNESS WHEREOF, The said parties 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 W. I. Collins (SEAL) Agnes Myrtle Collins (SEAL)

STATE OF KANSAS, ~~CORRECTED~~ Douglas County, ss. BE IT REMEMBERED, That on this 25th day of February 1933 before me Myrtle McConnell a Notary Public in and for said County and State, came W I Collins and Agnes Myrtle Collins 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 January 23 1935 Myrtle McConnell 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 13 day of November A. D. 1934.

ATTEST: *J. H. Kelsey*

Map No. 2080 Sec 12

This Release was written in the original mortgage entered this 13th day of November 1934. *Harold B. Beck* Reg. of Deeds.