

MORTGAGE RECORD 72

SAUL BODENWORTH STATIONERY CO. KANSAS - CITY MO. 64102

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23rd day of

Jan. A. D. 1934, At 8:35 : A. M.

H. Keller and wife
TO*Chas. E. Armstrong*

Register of Deeds.

By

Deputy.

Charles A. Stevenin

THIS INDENTURE, Made this 8th. day of May in the year of our Lord nineteen hundred thirty three between H. Keller and Myrtle Keller, husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Charles A. Stevenin of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

\$ Three Thousand - - - - - DOLLARS

to - - - - - duly paid, the receipt of which is hereby acknowledged, he - - - - - 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 of the South East Quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section one (1) Township fifteen (15) Range Nineteen (19) County and State aforesaid,

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

H. Keller and Myrtle Keller

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

Three Thousand

Dollars, according to the terms of

one certain note this day executed and delivered by the said

H. Keller and Myrtle Keller

to the said party of the second part due in five years with 5% per cent per annum interest payable semiannually on Febry and August 1st. of each year given as part of purchase price of property mortgaged.

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 H. Keller and Myrtle Keller

their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

H. Keller

(SEAL)

Myrtle Keller

(SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 27th day of Dec.

xxx 1933 before me W. M. Clark

a Notary Public in and for said County and State,

came H. Keller and Myrtle Keller 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

May 15

1935

W. M. Clark

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 23rd day of October A. D. 1934

ATTEST:

Charles A. Stevenin

This Release was written on the original Mortgage entered this 23rd day of October 1934.

W. M. Clark
Notary Public