

MORTGAGE RECORD 72

SMALL CROSSWORTH STATIONERY CO KANSAS CITY MO 64108

FROM

Harold C. Vogtel and wife
TO

William A. Opperman

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
April A.D., 1934, At 4:30 P. M.*W. A. Opperman*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 25th day of April in the year of our Lord nineteen hundred
thirty-four (1934) between Harold C. Vogtel and Frances Vogtel, his wifeof City of Lawrence in the County of Douglas and State of Kansas
of the first part, and William A. Opperman

of the second part.

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

Seven Hundred Fifty (\$750.00) 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 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:Beginning at a point forty (40) rods south of the north boundary and forty (40) rods west of the
east boundary of the Northeast quarter (N.E. 1/4) of Section Twenty-six (Sec. 26), Township Twelve
(Twp. 12), Range Nineteen (R. 19) east of the Sixth Principal Meridian; thence west parallel to the
north boundary of said Section Twenty (20) rods; thence south parallel to its east boundary Forty (40)
rods; thence east Twenty (20) rods; thence north Forty (40) rods to the point of beginning, containing
in all Five (5) acres, more or less; reserving for purpose of a road a strip of land one and one-half
(1 1/2) rods wide upon the east side of said tract of land and thirty (30) ft wide upon the south
side, said strips of land to be used for road purposes only, the said strips of land to revert to
second party, his heirs and assigns whenever abandoned for road purposes.

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

Harold C. Vogtel and Frances Vogtel, his wife

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

Seven Hundred Fifty and no/100 Dollars, according to the terms of
two certain promissory notes this day executed and delivered by the said

Harold C. Vogtel and Frances Vogtel, his wife

to the said party 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 party making such sale, on demand, to said parties of the first part, to-wit Harold C.

Vogtel and Frances Vogtel

heirs and assigns

IN WITNESS WHEREOF, The said part 1es of the first part have hereunto set their hand and seal s the day and year
first above written.

Signed, sealed and delivered in presence of

Harold C. Vogtel (SEAL)

Frances Vogtel (SEAL)

STATE OF KANSAS,

~~XXXXXX~~ Douglas County, ss. BE IT REMEMBERED, That on this 25th day of April~~XXD.~~ 1934 before me Abigail F. Atherton a Notary Public in and for said County and State,

came Harold C. Vogtel and Frances Vogtel, his wife

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution

Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above

My Commission expires written Jan. 22 1936 Abigail F. Atherton 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 29 day of November A. D. 1935

ATTEST:

W. A. Schaal
Lawrence, Kansas*William A. Opperman*This Release
was written
on the original
Mortgage
entered
the 27th day
of November
1934
Harold C. Vogtel
Reg. of Deeds.
Frances Vogtel
Deputy.