

MORTGAGE RECORD No. 78

Receiving No. 2494

Reg. No. 648
Fee Paid \$6.75

311

State of Kansas,
County of Douglas, ss.

This instrument was filed for record on the
11 day of June
1936, at 10:00 o'clock A.M.

Harold A. Beck
Register of Deeds.

John C. Akers and his wife (Merle W.) and
John S. Akers & wife (Margaret D.)
TO
The Douglas County Building and Loan
Association.

THIS INDENTURE, Made this 1st day of June, 1936, by and between
John C. Akers and his wife, Merle W. Akers and John S. Akers and wife, Margaret D. Akers
of Lawrence, Kansas, Mortgagee, and
The Douglas County Building and Loan Association, a corporation organized and existing
under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of
Twenty Seven Hundred and no/100 - - - Dollars (\$2700.00), the receipt of which is hereby acknowledged,
does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following described real estate, situated
in the County of Douglas, State of Kansas, to wit:

The South 2 acres of the following described tract of land: Begin 38 rods East of the Northwest corner of the Southwest Quarter of the Southeast Quarter, Section 6, Township 13, Range 20, East, thence South 20 rods, thence East 756.15 feet, more or less, to the right of way of the Leavenworth, Lawrence and Galveston Railway (now the Atchison Topeka and Santa Fe Railway Company) thence in a northerly direction along said right of way to the North line of the South Half of the said Southeast Quarter, thence West 784.40 feet, more or less, to the place of beginning, containing 5 1/2 acres, more or less, more fully described as follows: Beginning at the Southwest corner of the above described 5 1/2 acre tract, thence East along the South line of the said 5 1/2 acres, 756.15 feet more or less, to the right of way of the Leavenworth, Lawrence and Galveston Railway, (now the Atchison, Topeka and Santa Fe Railway Company) thence Northeast along said right of way to a point due East of a point 114.5 feet more or less, North of the Southwest corner of said 5 1/2 acre tract, thence West and parallel to the South line of said 5 1/2 acre tract, 765.91 feet more or less, to the West line of said tract, thence South 114.5 feet, more or less, to the place of beginning.

State of Kansas)
Douglas County) ss.

Be it remembered that on this 10th day of June 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John S. Akers and his wife, Margaret D. Akers, to me personally known to be the same persons who executed the above and foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and Notarial Seal on the Day and year last above written.

(SEAL) My commission expires Dec 31, 1936

Pearl Enick
Notary Public

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas or electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annex, to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee or, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of
Twenty Seven Hundred and no/100 - - - - - Dollars (\$2700.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum until paid, principal and interest to be paid at the office of
The Douglas County Building and Loan Association, Lawrence, Kansas,
in monthly installments of Eighteen and 39/100 - - - - - Dollars (\$18.39), commencing on the first day of August, 1936, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the last payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1941.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released.
See the loan thereby created and
Any witness my hand the 10th day of June 1936
J. H. Douglas County Building and Loan Association
By Pearl Enick Secretary

A.D. 1936

April

May

June

July

August

September

October

November

December