

Receiving No. 286

## MORTGAGE RECORD 82

The World Co, Lawrence, Kansas

FROM

T. L. Smart and Goldena M Smart - wife  
Lawrence, Kansas TO  
Cenoco Employees K C Credit Union  
1307 Fidelity Bldg., Kansas City, Missouri

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of  
March A. D. 1935, At 10:00 A. M.

By Harold R. Dodds  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 10th day of March in the year of our Lord nineteen hundred  
Thirty-Five between T. L. Smart and Goldena M. Smart, his wife.

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Employees Credit Union

of the second part.

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

Seven Hundred

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 its 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 stone 415.2 ft. west and 53 ft. south of the N. E. corner of the N. E.  $\frac{1}{4}$   
of section 19, township 12 S. range 20 East; thence south parallel with the east line of  
said quarter section 75 ft. to a stone; thence east parallel with the north line of said  
quarter section 339.9 ft. to a stone on the west R W of the highway; thence northwesterly  
on the R. W. and on a curve of 200.9 ft. radius, to point of intersection, with south R.  
W. of east and west highway (said point being 233.9 ft. west and 33 ft. south of N. E.  
corner of N. E.  $\frac{1}{4}$ ); thence west 181.3 ft. to point of beginning, containing 5/10 acres  
more or less.

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

Seven Hundred

Dollars, according to the terms of

one certain contract this day executed and delivered by the said  
party of the first part

to the said part y 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 con-  
veyance 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  
its 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  
party of the second part 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

T. L. Smart (SEAL)

Goldena M. Smart (SEAL)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 20 day of March

A. D. 1935 before me F. B. Dodds a Notary Public in and for said County and State,  
came T. L. Smart and Goldena M Smart his wife

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

(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 23rd 1937 F. B. Dodds 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 day of A. D. 19

Attest:

for Release  
see Book  
79 Page 560

For Release in Book 83 page 262