

MORTGAGE RECORD 82

Receiving No. 577

Reg. No. 113
Fee Paid \$5.25

The World Co, Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Bert Pyles	This instrument was filed for record on the 15 day of
TO	May A. D. 1935. At 10:45 A. M.
Lola Dyer	By <i>Harold G. Burt</i> Register of Deeds.
	Deputy.

THIS INDENTURE, Made this 1st day of May in the year of our Lord nineteen hundred thirty five between Bert Pyles, a single man

of Omaha in the County of and State of Nebraska of the first part, and Mrs. Lola Dyer of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of \$ Twenty one hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part her 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:

A part of the south east quarter of section thirty three (33), township fourteen (14) range nineteen (19) and described as follows;

Beginning at the south east corner of said section, thence north on the east line nine (9) chains, thence west parallel with the south line of said section, six (6) chains and ninety five (95) links, thence north ten (10) degrees fourteen (14) minutes, west, five chains (5) and fourteen (14) links to a stake, thence west parallel with said south line thirty three (33) chains and five links (5) to the west line of said quarter section, thence south on said west line of said quarter section fourteen (14) chains and fourteen (14) links to the south west corner of said quarter section, thence east on said south line of said quarter section to the place of beginning, containing fifty three (53) acres more or less, except two and one fourth (2 1/4) acres, ten rods east and west by thirty six (36) rods north and south, out of the south east corner of said tract, and less ninety seven hundredths (97/100) of an acre, more or less, on the south line deeded to the State for highway purposes.

Also, commencing fifty three (53) rods south of the north west corner of said quarter section, thence running east eighty one and one half (81 1/2) rods, thence south to the John Horrell line, thence west to the west line of said quarter section, thence north to the place of beginning, containing twenty six and one half (26 1/2) 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 Bert Pyles

do hereby covenant and agree that at the delivery hereof he is 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

Twenty one hundred Dollars, according to the terms of

one certain note this day executed and delivered by the said Bert Pyles

to the said part Y of the second part due in five years with 5% interest payable semi-annually

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 her 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 Bert Pyles his heirs and assigns

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of Bert Pyles (SEAL)

STATE OF KANSAS, Missouri ss.
Jackson County
BE IT REMEMBERED, That on this 13 day of May A. D. 1935 before me H. D. Farmer a Notary Public in and for said County and State, came Bert Pyles to me personally known to be the same person 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 Aug. 20 1938 H. D. Farmer 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 1st day of August A. D. 1941
Attest: Robert B. Dyer Mrs. Lola Dyer

This was on the 1st day of August 1941
This Release was written on the original Mortgage entered this 1st day of August 1935
Harold G. Burt Reg. of Deeds