

Receiving No. 1012

MORTGAGE RECORD 82

Reg. No. 223
Fee Paid \$1.50

The World Co, Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of August A. D. 1935, At 4:00 P. M.

By

Deputy.

THIS INDENTURE, Made this 14th day of August In the year of our Lord nineteen hundred Thirty Five between Herman S. Cook and Clara M. Cook (his wife)

of Leocompton, Kans. In the County of Douglas and State of Kansas
of the first part, and R. C. Eichman and Emma P. Eichman

of the second part.

WITNESSETH, That the said part 100 of the first part, in consideration of the sum of

Six 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 part 100 of the second part their 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:

All of Lots 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 and the South one Half of 21 all in Block Thirty Nine in the City of Leocompton, Kans.

with all the appurtenances, and all the estate, title and interest of the said part 100 of the first part therein. And the said Herman S. Cook and Clara M. Cook 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

Six Hundred

Dollars, according to the terms of

one certain note this day executed and delivered by the said

R. C. Eichman and Emma P. Eichman

to the said part 100 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 100 of the second part their 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 100 making such sale, on demand, to said R. C. Eichman and Emma P. Eichman their heirs and assigns

IN WITNESS WHEREOF, The said part 100 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

Herman S. Cook

(SEAL)

L. A. Hartman

Clara M. Cook

(SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 15th day of August A. D. 1935 before me J. W. Kreider a Notary Public in and for said County and State, came Herman S. Cook and Clara M. Cook his wife

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 Jan 8th 1938

J. W. Kreider

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 16 day of Jan A. D. 1936.

Attest:

State Bank of Leocompton Leocompton, Kansas
By J. W. Kreider
Notary

circular

This Release was written on the original Mortgage as entered on the 22nd day of August 1935.

Notary Public
J. W. Kreider

7-2 assignment see Bond 79-Page 394