

## MORTGAGE RECORD 82

Receiving No. 1277

Reg. No. 307  
Fee Paid \$5.50

The World Co., Lawrence, Kansas

FROM

Alva T. Hodges and wife, (Kizzie)  
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of  
October, A. D. 1935, At 8:45 A. M.By Harold A. Seep  
Register of Deeds.  
Deputy.THIS INDENTURE, Made this 1st day of October, In the year of our Lord nineteen hundred  
thirty five between Alva T. Hodges and his wife, Kizzie Hodgesof Lawrence in the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association

of the second part.

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

Twenty Six Hundred 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 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:

All that part of the North 15 acres of the West Half of Northeast Quarter of Southeast  
Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20) lying East of the Right  
of Way conveyed to The Leavenworth, Lawrence and Galveston Railroad Company, described  
as follows: Beginning at a point on the North line of the Southeast Quarter of Section  
6, Township 13, Range 20, 10 chains West of the Northeast corner thereof, running thence  
South parallel to the East line of said Quarter Section 990 feet, thence running West  
parallel to the North line of said Quarter Section, 450 feet to the East line of the  
Right of Way of the said Leavenworth, Lawrence and Galveston R. R. Company, thence in a  
Northeast direction along the East line of said Right of Way to the North line of said  
Quarter Section 325 feet to the point of beginning, subject to the public highways in Douglas  
County, Kansas.

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

Twenty Six Hundred and no/100

Dollars, according to the terms of

one certain note this day executed and delivered by the said  
parties of the first part therein

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  
parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year  
first above written.

Signed, sealed and delivered in presence of

Alva T. Hodges (SEAL)

Kizzie Hodges (SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 7th day of October

A. D. 1935 before me Pearl Enick

a Notary Public in and for said County and State,

came Alva T. Hodges and his wife Kizzie Hodges

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 Dec 31 1936

Pearl Enick 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 28th day of November A. D. 1935

Attest:

The Douglas County Building and Loan Association  
By Pearl Enick  
Secretary

(Corp. Seal)

This Release  
was written  
on the original  
Mortgage

entered  
this 3rd day  
of November  
1935  
Harold A. Seep  
Reg. of Deeds.