

Receiving No. 2047

MORTGAGE RECORD 82

Reg. No. 514
Fee paid \$0.75-

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 10 day of March A. D. 1935, At 9:35 A. M.
TO	By <u>Narold A. Beck</u> Register of Deeds. Deputy.

THIS INDENTURE, Made this 5th day of March in the year of our Lord nineteen hundred Thirty Six between L. L. Gilliland and Mabel Gilliland

of Baldwin in the County of Douglas and State of Kansas
of the first part, and The Baldwin City Cemetery Company of Baldwin Kansas
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three 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 y of the second part its successors 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:

The East half (E $\frac{1}{2}$) of the North West Quarter NW $\frac{1}{4}$ of Section Fourteen (14) Township fifteen (15) Range Nineteen (19) more fully described as follows; Beginning 40 rods East of the North West corner of said Section Fourteen (14) thence East 40 rods, South 80 R, West 40 R, North 80 R.

with all the appurtenances, and all the estate, title and interest of the said part ~~ies~~ of the first part therein. And the said L. L. Gilliland and Mabel Gilliland

do hereby covenant and agree that at the delivery hereof they 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 Three hundred Dollars, according to the terms of one certain note this day executed and delivered by the said L. L. Gilliland & Mabel Gilliland to the said part y of the second part due in 3 years with 6% interest

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 its successors 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 party making such sale, on demand, to said L. L. Gilliland and Mabel Gilliland their 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

L. L. Gilliland (SEAL)

Mabel Gilliland (SEAL)

STATE OF KANSAS, } ss.
County of Douglas, County, ss. BE IT REMEMBERED, That on this 5 day of March 1935 before me N. M. Clark a Notary Public in and for said County and State, came L. L. Gilliland and Mabel Gilliland 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 May 15 1939 N. M. Clark 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 5th day of April A. D. 1935
Attest:
Flores M. Price Secretary
Baldwin City Cemetery Company of Baldwin, Kansas.
A. E. Preston President
(Coy. Seal)

This Release was written on the original Mortgage & entered this 18 day of April 1935
Handwritten
Reg. of Deeds.