

MORTGAGE RECORD 82

Receiving No. 2080

Reg. No. 528
Fee Paid \$1.75

The World Co. Lawrence, Kansas

FROM

Effa Churchbaugh & hus. (John)
TO

Edward Deay

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of
March A. D. 1935. At 11:58 A. M.Harold R. Deay
Register of Deeds.
Deputy.THIS INDENTURE, Made this 17th day of March In the year of our Lord nineteen hundred
thirty six between Effa Churchbaugh and her husband, John Churchbaughof Lawrence in the County of Douglas and State of Kansas
of the first part, and Edward Deay

of the second part.

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

Seven 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 party of the second part his 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 point 660 feet East and 311 feet North of the Southwest corner of the Southeast Quarter of Section Two (2) Township Fourteen (14), South Range Nineteen (19) east of the 6th P.M. thence West 509.85 feet to the center line of public road, thence Southwest along center line of said road 148.44 feet, thence east 275.51 feet, thence South 74.25 feet, thence East 299.46 feet, thence North 208.1 feet, more or less, to the point of beginning, containing 2.177 acres more or less, as per plat on file in the office of the County Surveyor in Douglas County, Kansas, less a strip of ground 10 feet wide off the North side of said property running the full length thereof and containing .117 acres, more or less.

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

Seven 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

to the said party 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 party of the second part
his 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 surplus, if any there be, shall be paid by the party 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 hand and seal the day and year
first above written.

Signed, sealed and delivered in presence of

Effa Churchbaugh (SEAL)

John Churchbaugh (SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 17th day of March

A. D. 1935 before me Pearl Emick a Notary Public in and for said County and State,
came Effa Churchbaugh and her husband, John Churchbaughto 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 1935 Pearl Emick Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 1st day of March A. D. 1935

Edward Deay

This Release
was written
on the original
Mortgage
entered
this 17th day
of March
1935

Harold R. Deay
Reg. of Deeds

In Partial Release see Book 79, Page 483