

Receiving No. 2298 ✓

## MORTGAGE RECORD 82

Reg. No. 601  
Fee Paid \$0.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of  
May A. D. 1936, At 11:35 A. M.

TO

By

Deputy.

THIS INDENTURE, Made this 29th day of April in the year of our Lord nineteen hundred  
Thirty-six between F. E. Barber and Jennie Barber, his wifeof Baldwin in the County of Douglas and State of Kansas  
of the first part, and Cecil Howard

of the second part.

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

Three Hundred and no/100 (\$300.00) ----- DOLLARS

to then 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:Lots numbered Eighty-Four (84) and Eighty-Six (86) on Chapel Street in Baldwin City,  
Douglas County, Kansaswith 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

Three Hundred ----- Dollars, according to the terms of

a certain note this day executed and delivered by the said

F. E. Barber and Jennie Barber, his wife

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 hands and seals the day and year  
first above written

Signed, sealed and delivered in presence of

F. E. Barber (SEAL)

Jennie Barber (SEAL)

STATE OF KANSAS,

ss.

County of Douglas County, before me Oscar J. Lane a Notary Public in and for said County and State,  
on the 19th day of May 1936 before me Oscar J. Lane  
came F. E. Barber and Jennie Barber, his wifeto 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 March 9, 1938 Oscar J. Lane 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 26th day of Sept A. D. 1937

Attest:

Signed in presence of  
John A. Kilworth

Cecil Howard

This Release  
was written  
on the original  
Mortgage  
entered  
this 5th day  
of May 1936  
Harold A. Beck  
Reg. of Deeds