

Receiving No. 4108

## MORTGAGE RECORD 82

Reg. No. 1023  
Fee Paid \$3.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of  
March A. D., 1937, At 4:25 P. M.

TO

*Harold A. Beck*  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 24 day of Feb in the year of our Lord nineteen hundred  
Thirty-Seven between E. C. Rappard and Helen Rappardof Lawrence in the County of Douglas and State of Kansas  
of the first part, and Floyd Heffner  
of the second part.

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

Fifteen 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 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:The South Half of the Southwest quarter in section 33, Township 14, Range 18,  
eighty 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

E. C. Rappard

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

Fifteen Hundred

Dollars, according to the terms of

one certain note this day executed and delivered by the said

E. C. Rappard and Helen Rappard

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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said  
heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have herunto set their hand and seal the day and year  
first above written.

Signed, sealed and delivered in presence of

E. C. Rappard

(SEAL)

Helen Rappard

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

before me Leona R. Pippert

BE IT REMEMBERED, That on this 24 day of Feb 1937

came E. C. Rappard and Helen Rappard

a Notary Public in and for said County and State,

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year

My Commission expires Jan. 14 1939 Leona R. Pippert 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 30 day of Mar A. D. 1937

*Harold A. Beck**Floyd Heffner*This Release  
is written  
in the original  
of the mortgage,  
entered  
this 30 day  
of March  
1937*Harold A. Beck*  
Reg. of Deeds.