

Receiving No. 4144

MORTGAGE RECORD 82

Reg. No. 1033
Fee Paid \$12.50

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 8 day of April A. D. 1937. At 8:26 A. M.
TO	By <u>Harold A. Beck</u> Register of Deeds. Deputy.

THIS INDENTURE, Made this 7th day of April In the year of our Lord nineteen hundred and thirty seven between Charles E. Daniels and wife Goldenbelle Daniels

of 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 Five Thousand and no/100 (\$5000.00) 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 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:

Beginning at the North West corner of the North West Quarter of Section Thirty Three (33) Township Twelve (12), Range Nineteen (19), thence East 20 rods, thence South 40 rods, thence West 20 rods, thence North 40 rods to the place of beginning.

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 part 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 Five Thousand 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 conveyance 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 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 party making such sale, or 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

Charles E. Daniels (SEAL)
Goldenbelle Daniels (SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this 7th day of April A. D. 1937 before me the undersigned a Notary Public in and for said County and State, came Charles E. Daniels and wife, Goldenbelle Daniels

(SEAL) to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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 January 13th 1940 John C. Emick 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 18th day of October A. D. 1937.

Attest:

Harold A. Beck
Register of Deeds
Deputy
The Douglas County Building and Loan Assn.
Goldenbelle Daniels
Vice President

This release was written on the 2nd day of October 1937.