

Receiving No. 4176A

MORTGAGE RECORD 82

Reg. No. 1039 A

Fee Paid \$0.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of April A. D. 1937, At 4:00 P. M.

TO

By

Deputy.

THIS INDENTURE, Made this 3rd day of April in the year of our Lord nineteen hundred Thirty Seven between Edna Ray Scanlon and Mike Scanlon, her husband

of Baldwin in the County of Douglas and State of Kansas of the first part, and The Baldwin State Bank, 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 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 S.W. corner of N. W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ North 130', East 270', South 130', West 270' to beginning, in Sec. 4, Township 15, Range 20, located in West Baldwin 6 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 Edna Ray Scanlon and Mike Scanlon 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

Three Hundred Dollars, according to the terms of

one certain note this day executed and delivered by the said

Edna Ray Scanlon and Mike Scanlon

to the said part Y 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 part of the second part 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 part Y making such sale, on demand, to said 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

Edna Ray Scanlon (SEAL)

Mike Scanlon (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 3 day of April

A. D. 1937 before me C. B. Butell a Notary Public in and for said County and State,

came Edna Ray Scanlon and Mike Scanlon, her husband

(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 9 - 4 - 1940 C. B. Butell 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 28 day of July A. D. 1943

Attest:

(Corp. Seal)

Baldwin State Bank

T. F. Wolf Pres

C. B. Butell Cashier

This Release was written in the original mortgage entered the 20 day of July 1943
 C. B. Butell
 Notary Public