

Receiving No. 5728

MORTGAGE RECORD 82

Reg. No. 1596

Fee Paid \$7.75

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of March, A. D. 1938 At 4:05 P. M.

By Harold A. Beck Register of Deeds.

Deputy.

THIS INDENTURE, Made this 4th day of February In the year of our Lord nineteen hundred Thirty-eight between Melvin A. Fletcher and Hattie M. Fletcher, his wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and John W. Waggoner

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-one 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:

"Commencing at a point 20 rods North of the Southwest Corner of the Northeast Quarter of Section 19, Township 12, South of Range 20 east of the 6th P.M. thence East 80 rods; thence North 15 rods; thence West 80 rods; thence South 15 rods to the place of beginning, containing 7 1/2 acres."

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

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

Thirty-one Hundred Dollars

Dollars, according to the terms of

a 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 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 parties making such sale, on demand, to said

Parties of the first part

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

Melvin A. Fletcher

(SEAL)

Hattie M. Fletcher

(SEAL)

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 4th day of Feb.

A. D. 1938 before me C. B. Hosford

a Notary Public in and for said County and State,

came Melvin A. Fletcher Hattie M. Fletcher, his wife

to me personally known to be the same person 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 June 26 1939

C. B. Hosford

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 31st day of August

A. D. 1942

Attest:

John W. Waggoner

This Release was written on the original Mortgage and entered this 31st day of August 1942
Harold A. Beck
Reg. of Deeds.