

## MORTGAGE RECORD 82

Receiving No. 5927

Reg. No. 1442  
Fee Paid \$1.50

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of May A. D. 1938, At 2:35 P. M.

By Harold A. Beck Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 2nd day of May in the year of our Lord nineteen hundred Thirty-Eight between W. D. Warren and Sadie Warren, his wife

of Eudora in the County of Douglas and State of Kansas  
of the first part, and Julia L. Maxwell

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six 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, her 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 East Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Thirty-Five (35), Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal Meridian, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. D. Warren and Sadie Warren, his wife 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 Six Hundred and no/100 Dollars, according to the terms of a certain Mortgage 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 her 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 Party of the Second Part, her heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

W. D. Warren (SEAL)  
Sadie Warren (SEAL)

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 2nd day of May,

A. D. 1938 before me Arthur S. Peck a Notary Public in and for said County and State,

came W. D. Warren and Sadie Warren, his wife

to 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 October 3, 1940 Arthur S. Peck 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 21st day of June A. D. 1940.

Attest:

Witness  
F. A. Wagner

Julia L. Maxwell

This Release  
was written  
on the original  
Mortgage  
this 21st day  
of June  
1940  
Harold A. Beck  
Reg. of Deeds.