

Receiving No. 5968

MORTGAGE RECORD 82

Reg. No. 1456 <
Fee Paid \$1.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

May A. D. 19 38 At 8:25 A.M.

TO

By

Deputy.

THIS INDENTURE, Made this twenty-third day of April in the year of our Lord nineteen hundred and thirty eight between F. J. Moreau (unmarried)

of Lawrence in the County of Douglas and State of Kansas
of the first part, and F. J. Kelly

of the second part.

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

Seven hundred and fifty DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do es grant, bargain, sell and Mortgage to the said part y 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:

Beginning at the South line of; at twelve hundred and thirty four (1234) feet West of the South East corner of the North half of the South West quarter of Section thirty-six (36) in township twelve (12) South of Range nineteen (19) east of the 6th P.M. thence West one hundred and thirty two (132) feet, thence North three hundred and thirty (330) feet, thence East one hundred and thirty two (132) feet, thence South three hundred and thirty (330) feet to the place of beginning, containing one (1) acre, the South thirty three (33) feet being included in road number thirty five (35)

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part

do es hereby covenant and agree that at the delivery hereof he is 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 Seven hundred and fifty Dollars, according to the terms of

a certain mortgage bond this day executed and delivered by the said party of the first part

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 y 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 part y making such sale, on demand, to said party of the first part his heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of F. J. Moreau (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 6th day of May

A. D. 19 38 before me Karl Klooz a Notary Public in and for said County and State,

came F. J. Moreau

(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 AUG. 1-1938 19 Karl Klooz 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 day of A. D. 19

Attest: