

Receiving No. 6160

## MORTGAGE RECORD 82

Reg. No. 1507  
Fee Paid \$5.50

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

June A. D. 1938, At 11:25 A. M.

By Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 20th day of June In the year of our Lord nineteen hundred  
Thirty Eight (1938) between Howard Henry and Mae Henry, his wife,

of Leocompton in the County of Douglas and State of Kansas  
of the first part, and Charles Nichols

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Twenty two 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 part 2 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:

South one-half (S $\frac{1}{2}$ ) of the Southwest (SW) <sup>quarter</sup> of section fourteen (14), township twelve (12)  
range seventeen (17), containing eighty (80) acres, more or less, 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  
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

Twenty two hundred Dollars, according to the terms ofone certain note this day executed and delivered by the said

parties of the first part

to the said part 2 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 con-  
veyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2 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 2 making such sale, on 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

Howard Henry (SEAL)Mae Henry (SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this 20th day of June  
A. D. 1938 before me Ruth Christianson a Notary Public in and for said County and State,  
came Howard Henry and Mae Henry, 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

My Commission expires May 28 19 42 Ruth Christianson 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: