

## MORTGAGE RECORD 82

Reg. No. 1574  
Fee Paid \$5.00

Receiving No. 6443

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of  
August A. D. 1938, At 1:45 P. M.

By

Deputy.

THIS INDENTURE, Made this 5th day of February in the year of our Lord nineteen hundred  
Thirty Eight (1938) between Cecil Drum and Nora Drum his wife and Sarah Drum a widowof Ottawa in the County of Franklin and State of Kansas  
of the first part, and Jesse B. Todd

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two Thousand and NO/100 (\$2000.00) 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:All of the West One Half (1/2) of the South West One Quarter (1/4) of Section No Seventeen (17).  
Township No. Fifteen (15), Range No Nineteen (19) East containing Eighty (80) 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  
Cecil Drum, Nora Drum and Sarah Drum  
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 whatsoeverThis grant is intended as a mortgage to secure the payment of the sum of \$2000.00 Two Thousand  
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 partand 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 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 surplus, if any there be, shall be paid by the parties making such sale, on demand, to said  
Cecil Drum, Nora Drum and Sarah Drum their heirs and assignsIN 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

Cecil Drum (SEAL)  
Nora Drum  
Sarah Drum (SEAL)

STATE OF KANSAS,

County of Franklin County, ss. BE IT REMEMBERED, That on this 5th day of February  
A. D. 1938 before me W. B. DeVilbiss a Notary Public in and for said County and State,  
came Cecil Drum and Nora Drum, his wife, and Sarah Drum, a widow,  
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 March 20 1939 W. B. DeVilbiss 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 1st day of June A. D. 1939.

Attest: Fred Fiehler

Jesse B. Todd

This Release  
was written  
on the original  
Mortgage  
entered  
this 1st day  
of June  
1939  
Fred Fiehler  
Notary  
Public  
for Douglas  
County