

Receiving No. 6527

MORTGAGE RECORD 82

Reg. No. 1590
Fee Paid \$15.00

The World Co, Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of August

A. D. 1938, At 11:15 A. M.

By

Deputy.

THIS INDENTURE, Made this 12 day of August In the year of our Lord nineteen hundred thirty eight between Ray H. Shackelford and his wife Mary O. Shackelford

of Village of Mission Hills in the County of Johnson and State of Kansas
of the first part, and John O'Keefe

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Six thousand \$6000.00 DOLLARS
 and other valuable considerations
 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:

W. 50 feet of Lot 4 & the E. 15 feet of Lot 5 in Block 2, West Hills adjacent to Lawrence, 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 Ray H. Shackelford and his wife Mary O. Shackelford 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 thousand Dollars, according to the terms of a certain note this day executed and delivered by the said Ray H. Shackelford and his wife Mary O. Shackelford 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 party making such sale, on demand, to said 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

Ray H. Shackelford (SEAL)

Mary O. Shackelford (SEAL)

STATE OF KANSAS, MISSOURI

County of JACKSON, ss.

BE IT REMEMBERED, That on this 12 day of August

A. D. 1938 before me Helen Turner a Notary Public in and for said County and State, came Ray H. Shackelford and Mary O. Shackelford, 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 May 3, 1939 Helen Turner 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 19 day of April A. D. 1938

Attest:

C. C. Stewart

John O'Keefe

This Release was written on the original mortgage entered this 19th day of April 1938

Harold A. Beck
Notary Public