

MORTGAGE RECORD 82

Reg. No. 1634
Fee Paid \$4.50

Receiving No. 6704

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of
September A. D. 1938, At 9:25 A. M.

TO

By

Deputy.

THIS INDENTURE, Made this 1st day of Sept, in the year of our Lord nineteen hundred
thirty-eight between P. N. Miller and Eva E. Miller his wife,of Baldwin in the County of Douglas and State of Kansas
of the first part, and Bert Emery and Alta May Emery his wife

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Eighteen Hundred 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 1st of the second part their 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:

of the S $\frac{1}{2}$

The S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Sec. 16, Twp. 15, R. 20, also the S $\frac{1}{2}$ of the N.E. $\frac{1}{4}$,
less 59 acres, in Sec. 17, Twp. 15, R. 20, also the S $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$, of
the N.E. $\frac{1}{4}$, in Sec. 17, Twp. 15, R. 20, 80 acres more or less,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
first partiesdo 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.

Except a first Mtg. of \$1700.

This grant is intended as a mortgage to secure the payment of the sum of

Eighteen Hundred Dollars, according to the terms of

a certain note this day executed and delivered by the said

first parties

to the said part 1st of the second part his

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 1st of the second part
their 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 1st making such sale, on demand, to said

first parties their heirs and assigns

IN WITNESS WHEREOF, The said part 1st 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

P. N. Miller (SEAL)

Eva E. Miller (SEAL)

STATE OF KANSAS,

County of Franklin County, ss.

BE IT REMEMBERED, That on this 15th day of Sept.

A. D. 1938 before me

a Notary Public in and for said County and State,

came P. N. Miller and Eva E. Miller 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 April 8

1941.

S. W. Spangler

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 15 day of July

A. D. 1938

Attest:

Bert Emery
Alta May Emery

This Release
was written
on the original
Mortgage.
entered
this 15 day
of July
1938.

Handwritten
Reg. of Deeds