

The World Co. Lumber, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
TO	This instrument was filed for record on the 29 day of September A. D. 1938, At 9:50 A. M.
	By <u>Nard A. Root</u> Register of Deeds.
	Deputy.

THIS INDENTURE, Made this 19th day of September In the year of our Lord nineteen hundred thirty eight between Blanche E. Root and Frank A. Root her husband

of Leecompton in the County of Douglas and State of Kansas  
of the first part, and Daniel Hoffner and Etta Velora Hoffner

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Six Hundred (\$600.00) 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 part 2nd 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:

Fifty-seven and Seventy-seven hundredths (57.77) acres, being all that part of the Northwest (NW 1/4) of Section Thirty-four (34), Township Eleven (11), South of Range Eighteen (18) East of the Sixth Principal Meridian, which lies South of the Right of way of the Atchison, Topeka and Santa Fe Railway Company and West of the center of Coon Creek.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Blanche E. Root and Frank A. Root 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 Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Blanche E. Root and Frank A. Root to the said part 2nd of the second part Daniel Hoffner.

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 2nd 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 2nd making such sale, on demand, to said Blanche E. Root and Frank A. Root heirs and assigns.

IN 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

Blanche E. Root (SEAL)

Frank A. Root (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 19 day of Sept County of Douglas County, A. D. 1938 before me Frank Fox a Notary Public in and for said County and State, came Blanche E. Root and Frank A. Root her husband 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 July 7 1940 Frank Fox 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 25th day of August A. D. 1938

Attest:

Daniel Hoffner  
Etta Velora Hoffner

This Release was written on the original Mortgage entered this 25th day of August 1938  
Nard A. Root  
Reg. of Deeds  
Dessie