

Receiving No. 6864

MORTGAGE RECORD 82

Reg. No. 1676
Fee Paid \$6.50

The World Co., Lawrence, Kansas

FROM

Alva T. Hodges and wife, (Kizzie)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
November A. D. 1938, At 4:30 P. M.

Wardell A. Beck

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 27th day of October in the year of our Lord nineteen hundred
thirty-eight between Alva T. Hodges and his wife, Kizzie Hodgesof Lawrence in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Twenty Six Hundred Fifty 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 party of the second part its 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 that part of the North 15 acres of the West Half of Northeast Quarter of Southeast
Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20) lying East of the
Right of Way conveyed to The Leavenworth, Lawrence and Galveston Railroad Company, described
as follows: Beginning at a point on the North line of the Southeast Quarter of Section 6, Township
13, Range 20, 10 chains West of the Northeast corner thereof, running thence South parallel to
the East line of said Quarter Section 990 feet, thence running West parallel to the North line
of said Quarter Section, 450 feet to the East line of the Right of Way of the said Leavenworth
Lawrence and Galveston R.R. Company, thence in a Northeast direction along the East line of said
Right of Way to the North line of said Quarter Section, thence East along the North line of said
Quarter Section 325 feet to the point of beginning, subject to public highways 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 partdo 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 Six Hundred Fifty and no/100

Dollars, according to the terms of

certain note this day executed and delivered by the said

parties of the first part

to the said party of the second part.

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
its 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
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

Alva T. Hodges

(SEAL)

Kizzie Hodges

(SEAL)

STATE OF KANSAS,

County of Douglas, County, ss.

BE IT REMEMBERED, That on this 4th day of November

A. D. 1938 before me, the undersigned

a Notary Public in and for said County and State,

came Alva T. Hodges and his wife, Kizzie Hodges

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 January 13th 1940

John C. Enick

Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 30th day of January A. D. 1938

The Douglas County Building and Loan Association
by Pearl Enick
Secretary

(Copy Seal)

This Release
was written
on the original
Mortgage
entered
this 2nd day
of January
1938
Wardell A. Beck
Reg. of Deeds