

Receiving No. 7387 <

MORTGAGE RECORD 82

Reg. No. 1786 <
Fee Paid \$8.00

The World Co., Lawrence, Kansas

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| <p>FROM</p> <p>Adelbert E. Preston Blanche Preston</p> <p>TO</p> <p>Mary Elizabeth Liggett</p> | <p>STATE OF KANSAS, DOUGLAS COUNTY, ss.</p> <p>This instrument was filed for record on the <u>1</u> day of <u>March</u> A. D., 19<u>39</u>, At <u>10 15</u> A. M.</p> <p><i>Harold A. Beck</i> Register of Deeds. Deputy.</p> |
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THIS INDENTURE, Made this 10th day of January in the year of our Lord nineteen hundred thirty nine between Adelbert E. Preston and Blanche Preston, his wife

of Baldwin City in the County of Douglas and State of Kansas
of the first part, and James A. Liggett of the second part.

WITNESSETH, That the said part 10s of the first part, in consideration of the sum of thirty two hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha yo 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:

The West half of the North west quarter of Section fifteen (15) township fifteen (15) range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 10s of the first part therein. And the said Adelbert E. Preston and Blanche Preston 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 thirty two hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Adelbert E. Preston and Blanche Preston

to the said part y of the second part due Febry. 25th. 1944 with 4 1/2% interest per annum from Febry. 25th. 1939 until paid.

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 y 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 y making such sale, on demand, to said Adelbert E. Preston and Blanche Preston their heirs and assigns

IN WITNESS WHEREOF, The said part 10s of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of Adelbert E. Preston (SEAL)
Blanche O. Preston (SEAL)

STATE OF KANSAS, Douglas County, ss. BE IT REMEMBERED, That on this 10 day of January A. D. 1939 before me W. M. Clark a Notary Public in and for said County and State, came Adelbert E. Preston and Blanche Preston, his wife to me personally known to be the same persons 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 15th. 1939 W. M. Clark 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 20 day of August A. D. 1939.
Attest: James A. Liggett

This release was written on the original Mortgage entered the 13th day of August 1939.
Harold A. Beck
Reg. of Deeds.