

Receiving No. 7725 <

MORTGAGE RECORD 82

Reg. No. 1857 <
Fee Paid \$1.25

The World Co., Lawrence, Kansas

FROM

Samuel Earl Wampler and wf.
TO

W. I. Collins

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

May A. D. 19 39 At 11: 45 A. M.

Harold A. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 4th day of May in the year of our Lord nineteen hundred thirty-nine between Samuel Earl Wampler and Ruby May Wampler, husband and wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and W. I. Collins, of near Lawrence, Douglas county, Kansas

of the second part.

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

FIVE HUNDRED AND NO/100 (\$500.00) 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 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 four and eighteen one-hundredths acres (4.18) of the west ten (10) acres of the southwest fractional quarter of lots three (3) and four (4), in section five (5), township twelve (12), range nineteen (19), Douglas county, Kansas same being bounded as follows, to-wit:
On the north by the Kansas river-- on the west by a small creek-- on the south by the right of way of the A. T. & S. F. R. R. Co.-- on the east by public highway and the quarter-- quarter section line.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel Earl Wampler and Ruby May Wampler 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 FIVE HUNDRED (\$500.00)

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

Samuel Earl Wampler and Ruby May Wampler

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 Samuel Earl Wampler and Ruby May Wampler their heirs and assigns.

This instrument being a purchase money mortgage.

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

R. E. Melvin

Samuel Earl Wampler

(SEAL)

Ruby May Wampler

(SEAL)

STATE OF KANSAS,

County of DOUGLAS County, ss.

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

A. D. 19 39 before me R. E. Melvin

a Notary Public in and for said County and State,

came Samuel Earl Wampler and Ruby May Wampler, husband and 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 April 5 19 42.

R. E. Melvin

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 3rd day of September

A. D. 19 42.

Attest:

W. J. Collins

THIS MORTGAGE
AS WRITTEN
IN THE ORIGINAL
MORTGAGE
ENTERED
THIS 5th day
of September
19 39

Harold A. Beck
Reg. of Deeds.
Kansas City