

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

Reg. No. 2135
Fee Paid \$2.25

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of
December A. D. 1939. At 11:45 A. M.

By

Deputy.

THIS INDENTURE, Made this First day of December in the year of our Lord nineteen hundred
thirty nine between
Dora L. Hixson and Daniel L. Hixson, wife and husband

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Daniel Heffner

of the second part.

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

One Hundred Twenty Five 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:

Lot Number Twenty one (21) in Simpsons Subdivision in that part of the City of
Lawrence Formerly known as North Lawrence.

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

Dora L. Hixson and Daniel L. Hixson

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.

except one first mortgage dated December 21 1936 given to Daniel Heffner

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

One Hundred Twenty five Dollars, according to the terms of

one certain note this day executed and delivered by the said

Parties of the first part, Dora L. Hixson & Daniel L. Hixson

to the said party of the second part Daniel Heffner

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 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

Dora L. Hixson and Daniel L. Hixson 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

Dora L. Hixson

(SEAL)

Daniel L. Hixson

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas, County, BE IT REMEMBERED, That on this 1st day of December

A. D. 1939 before me Frank Fox a Notary Public in and for said County and State,
came Dora L. Hixson and Daniel L. Hixson

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 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 17th day of Sept. A. D. 1939

Attest:

Daniel Heffner

In this Release
was written
on the original
Mortgage
entered
this 2nd day
of Sept.
1939
H. H. Hixson
Reg. of Deeds.