

MORTGAGE RECORD 82

The World Co. Lawrence, Kansas

Reg. No. 2148

Fee Paid \$3.25

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of December A. D. 1939, At 10:00 A. M.

TO

By

Harold A. Bock
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 21st day of December in the year of our Lord nineteen hundred Thirty Nine between

Lydia A Sinclair, a widow,

of Richland R.R. No. 2, in the County of Douglas, and State of Kansas,
of the first part, and The Kansas State Bank, Overbrook, Kansas,

of the second part.

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

Thirteen Hundred Fifty & 00/100

DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part its successors 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:

Beginning at the Northwest Corner of Section Six (6), Township 14, Range 18, thence South 22.80 chains, thence North 51.30 East, 19.77 Chains, thence North 10.20 chains; thence West 10.25 chains; to the place of beginning, containing 25 acres.

Also the West half (1/2) of the Southwest Fractional Quarter (1/4) of Section 31, Township 13, Range 18.

Also the following described land in the Northwest Quarter (1/4) of Section 6, Township 14, Range 18, beginning at the intersection of the Lawrence Emporia state road with the North line of the said 1/4 section; thence running Westerly with said North line to the Northeast corner of the said 25 acre tract in said 1/4 section; Thence South with the East line of Said 25 acre tract to the center of the said Lawrence-Emporia road, thence Northeasterly with the center of the said road, to the place of beginning, containing 6 acres.

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

Lydia A Sinclair,

do hereby covenant and agree that at the delivery hereof she is 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

Thirteen Hundred Fifty & 00/100

Dollars, according to the terms of

one certain Promissory this day executed and delivered by the said

Lydia A Sinclair

to the said part Y 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 part Y of the second part its successors heirs 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

Lydia A Sinclair her heirs and assigns

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Lydia A. Sinclair

(SEAL)

(SEAL)

STATE OF KANSAS,

ss.

County of Osage

BE IT REMEMBERED, That on this 21st day of Dec.,

A. D. 1939 before me J. A. Kesler,

a Notary Public in and for said County and State,

came Lydia A Sinclair, a widow,

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 12, 1943

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J. A. Kesler

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 1st day of August

A. D. 1939

(Copy Seal)

J. A. Kesler, Notary Public, Overbrook, Kansas

E. Mary E. Casper, Deputy

This release was written on the original mortgage entered this 1st day of August 1939

J. A. Kesler, Reg. of Deeds

E. Mary E. Casper, Deputy