

Receiving No. 5745

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM
 Myrl Zimmerman and Lottie Zimmerman, his wife,
 TO
 Estella Johnston.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 4 day of
 April A. D. 1940, At 4:20 P.M.
Harold A. Wood
 Register of Deeds.
 Deputy.

Reg. No. 2231
 Fee Paid \$3.25

THIS INDENTURE, Made this 1st day of March in the year of our Lord nineteen hundred
 Forty between
 Myrl Zimmerman and Lottie Zimmerman, his wife,
 of Lawrence in the County of Douglas and State of Kansas
 of the first part, and
 Estella Johnston
 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Twelve Hundred Seventy-five 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 her 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 Lot Numbered Eight (8) which is the Northwest
 corner of Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33), Township Twelve (12)
 South, Range Twenty (20) East of the Sixth (6th) Principal Meridian; thence East
 Three Hundred Ninety-four and two-tenths (394.2) feet; thence South parallel with
 West line of said Quarter Section Ten Hundred Ten (1010) feet, more or less, to the
 Kansas River; thence Northwest along the North bank of the Kansas River to the West
 line of said Quarter Section; thence North on the West line Nine Hundred Twenty (920)
 feet, more or less, to the point of beginning,

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 part

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
 Twelve Hundred Seventy-five - - - - - Dollars, according to the terms of
 one certain note this day executed and delivered by the said
 Myrl Zimmerman and Lottie Zimmerman, his wife,
 to the said party of the second part with privilege granted to pay in multiples of \$50.00 at any interest
 paying date on principal of note. Note to draw 6% interest per annum, payable semi-annually,

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
 her 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
 Myrl Zimmerman (SEAL)
 Lottie Zimmerman (SEAL)

STATE OF KANSAS,
 Douglas County, ss. BE IT REMEMBERED, That on this 4th day of April
 A. D. 1940 before me S. A. Wood a Notary Public in and for said County and State,
 came Myrl Zimmerman and Lottie Zimmerman, his wife,
 (SEAL) to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the
 execution of the same.
 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 19 Notary Public.
 My Commission Expires April 10, 1941

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 13 day of July A. D. 1940

Attest: *Forrest A. Jackson*

*Blanche Brown, Secretary of the
 Will and Estate of Estella Taylor Johnston
 Deceased*

This Release
 as written
 on the original
 mortgage
 entered
 this 13 day of
 July 1940
 at Lawrence, Kansas
Harold A. Wood
 Reg. of Deeds