

Receiving No. 9957 <

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

Reg. No. 2257
Fee Paid \$16.75

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

April A. D. 1940, At 11:45 A. M.

Narold A. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 15th day of April In the year of our Lord nineteen hundred Forty between

Geraldine O. Powell and Lyle S. Powell, her husband,

of Lawrence in the County of Douglas and State of Kansas

of the first part, and J. C. Porter Party

of the second part.

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

Sixty Seven Hundred Fifty DOLLARS

to 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 Northeast Quarter (NE $\frac{1}{4}$) andthe North One-half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of

Section Twenty-two (22), Township Thirteen (13), Range

Nineteen (19), Douglas County, Kansas.

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

Sixty Seven Hundred Fifty Dollars, according to the terms of

One certain Note this day executed and delivered by the said

Geraldine O. Powell, and Lyle S. Powell

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

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

Geraldine O. Powell

(SEAL)

Lyle S. Powell

(SEAL)

STATE OF KANSAS,

XXXXXX Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of April

A. D. 1940 before me M. R. Gill a Notary Public in and for said County and State, came Geraldine O. Powell and Lyle S. Powell,

(SEAL) to me personally known to be the same person 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 September 21, 1943 M. R. Gill 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 27th day of September A. D. 1940

J. C. Porter

This Release was written on the original Mortgage entered this 27th day of September 1940

Narold A. Beck
Reg. of Deeds