

Receiving No. 10219

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

August Hildenbrand and Alice Hildenbrand

TO

State Bank of Lecompton Lecompton, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of June A.D. 1940, At 9:40 A.M.

Harold A. Beck
Register of Deeds.

By

Deputy.

of No. 2503
Fee Paid \$1.50

THIS INDENTURE, Made this third day of June in the year of our Lord nineteen hundred and Forty between August Hildenbrand and Alice Hildenbrand his wife

of Lecompton in the County of Douglas and State of Kans
of the first part, and the State Bank of Lecompton Kansas

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Hundred Forty Eight 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 its 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:

Lots Forty Nine - Fifty - Fifty one - Fifty two -
Fifty three -, Fifty Four -, Fifty Five and Lot
Fifty Six in Block thirty Eight in the city
of Lecompton Douglas County Kans.

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

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Six Hundred Forty Eight Dollars, according to the terms of

a certain note this day executed and delivered by the said Parties of the First

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 its 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 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 August Hildenbrand (SEAL)
J W Kreider Alice Hildenbrand (SEAL)

STATE OF KANSAS, ss.
County of Douglas County, BE IT REMEMBERED, That on this third day of June A.D. 1940 before me J W Kreider a Notary Public in and for said County and State, came August Hildenbrand and Alice Hildenbrand his 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 by official seal on the day and year last above written.

My Commission expires Jan 8 1942 J W Kreider 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 4 day of August A.D. 1944
Attest: E. Rice Phelps Vera S. Kreider

This release was written on the original mortgage entered day 49 1944
Harold A. Beck
Reg. of Deeds

This instrument see Book 88 Page 593