

MORTGAGE RECORD 87

77

The World Co., Lawrence, Kansas

FROM
Henry B. Collins and Pearl M. Collins, his wife,
TO
J. H. Kelsey
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 13 day of
November A.D., 1940, At 3:40 P.M.
By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 13th day of November in the year of our Lord nineteen hundred and forty (1940) between
Henry B. Collins and Pearl M. Collins, his wife,
of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. H. Kelsey, of Lawrence, Kansas,
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Seven hundred 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 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 East Eighteen (18) acres of the Southwest Fractional one-fourth known
as Lot Three (3) in Section Five (5), Township Twelve (12), Range Nineteen
(19), also, that part of the Northeast one-fourth of the Northwest one-fourth
of Section Eight (8), Township Twelve (12), Range Nineteen (19), lying South
of the Atchinson, Topeka and Santa Fe Right of Way. Also, that part of the
East Five (5) acres of the Northeast One-fourth (NE $\frac{1}{4}$) of the Northwest one-
fourth (NW $\frac{1}{4}$) of Section Eight (8), Township Twelve (12), Range Nineteen
(19), lying North of the Atchinson, Topeka and Santa Fe Right of Way.

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
Seven hundred and no/100 Dollars, according to the terms of
one certain note this day executed and delivered by the said
parties of the first part
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, to-
gether 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 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
Henry B. Collins (SEAL)
Pearl M. Collins (SEAL)

STATE OF KANSAS, } ss.
xxxxx Douglas County, } BE IT REMEMBERED, That on this 13th day of November
A.D. 1940 before me Ruth Christianson a Notary Public in and for said County and State,
came Henry B. Collins and Pearl M. Collins, his wife,
to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowl-
(SEAL) edged the execution of the same.
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 May 28th 1941. Ruth Christianson 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 27th day of November A.D. 1942
Attest: J. H. Kelsey

This Release
was written
on the original
Mortgage
dated
this 27th day
of November
1942

Harold A. Beck
Register of Deeds.
James Carter