

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of
December A.D., 1940, At 1:05 P. M.

TO

By

Deputy.

THIS INDENTURE, Made this 30th day of December in the year of our Lord nineteen hundred
Forty between

Chester A. Hemphill and Cleva Hemphill his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Harry A. Puckett

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Two Hundred Twenty Five and 0/100 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:

Beginning at a point on the West line of Kentucky Street extended south from
the southeast corner of Block 7 in Babcocks Addition to the City of Lawrence,
a distance of 490 feet; thence south along said extended west line of Kentucky
Street 150 feet; thence due west 125 feet; thence north parallel to said west
line of Kentucky Street 150 feet; thence due east to the point of beginning,
all in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Chester A. Hemphill and Cleva Hemphill his wife
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
(\$225.00) Dollars, according to the terms of
1 certain note this day executed and delivered by the said
Chester A. Hemphill and Cleva Hemphill
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 First Parties, 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

Chester A. Hemphill

(SEAL)

Clela Hemphill

(SEAL)

STATE OF KANSAS,

ss.

County of DOUGLAS

BE IT REMEMBERED, That on this 30th day of December

A.D. 1940 before me

The Undersigned

a Notary Public in and for said County and State,

came Chester A. Hemphill and Cleva Hemphill his wife

to me personally known to be the same person--who executed the foregoing instrument of writing and duly acknowl-
edged 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. 27

1943

F C Whipple

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 23rd day of December A.D. 1941

Attest:

Harry A. Puckett

This Release
was written
on the original
Mortgage
entered
this 23rd day
of December
1941
Harold A. Beck
Reg. of Deeds.