

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

EDITH M. ROHE ET AL

TO

EVA E. WEEKS

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of

January A.D. 1941, At 4:15 P.M.

Wardell A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 27th day of January in the year of our Lord nineteen hundred Forty-one between

Edith M. Rohe and Henry Rohe, her husband

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Eva E. Weeks

of the second part.

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

THREE THOUSAND 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:

Southeast Quarter of Section Thirty-two (32), Township Thirteen
(13), Range Twenty (20)

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

Edith M. Rohe and Henry Rohe

do hereby covenant and agree that at the delivery hereof they 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

Three Thousand and no/100 Dollars, according to the terms of

one certain Coupon Note this day executed and delivered by the said

Edith M. Rohe and Henry Rohe

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 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 Edith M. Rohe and Henry Rohe, 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

Edith M. Rohe

(SEAL)

Henry Rohe

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County, DE IT REMEMBERED, That on this 27th day of January

A.D. 1941 before me the undersigned a Notary Public in and for said County and State,

came Edith M. Rohe and Henry Rohe, her husband

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 March 9 1942 Oscar J. Lane 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 31st day of July A.D. 1940.

Attest: Eva E. Weeks

This release
was written
on the original
mortgagethis 7th day
of Aug
1940

J. H. B. B. B.