

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas.

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

February A.D., 1941, At 3:10 P. M.

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 26th day of February in the year of our Lord nineteen hundred
forty-one between
Arthur E. Wulfkuhle and Pearl L. Wulfkuhle, husband and wife,

of near Leecompton in the County of Douglas and State of Kansas
of the first part, and C. W. Boursaw, of Big Springs, Douglas County, Kansas
of the second part.

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

All of the northeast quarter ($\frac{1}{4}$) of Section 35, Township 12,
Range 17 and containing 160 acres of land, more or less.

The above described real estate is the homestead of parties of the first part herein.

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
FIVE THOUSAND Dollars, according to the terms of
one certain promissory note this day executed and delivered by the said
Arthur E. Wulfkuhle
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, 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
R. E. Melvin

Arthur E. Wulfkuhle (SEAL)
Pearl L. Wulfkuhle (SEAL)

STATE OF KANSAS, } ss.
County of DOUGLAS County, } BE IT REMEMBERED, That on this 26th day of February
A.D. 1941 before me R. E. Melvin a Notary Public in and for said County and State,
came Arthur E. Wulfkuhle and Pearl L. Wulfkuhle, husband and wife

to me personally known to be the same persons 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 April 5, 1942 R. E. Melvin 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 24 day of May A.D. 1944

Attest:

C. W. Boursaw

This Release
was written
in the original
Mortgage
on the 24th day
of May, 1944
Harold A. Beck
Reg. of Deeds