Receiving No. 11844

## MORTGAGE RECORD 87

Reg. No. 2649 Fee Paid \$1.50 ~

| e World Co., Lawrence, Kansas  |   |
|--|---|
| FROM   | STATE OF KANSAS, DOUGLAS COUNTY, ss.<br>This instrument was filed for record on the <u>3</u> day of   |
| and a second second<br>Second second  | MayAD <sub>j</sub> , 19.41_, At2;20FM   |
| TO   | Narold a. Seck<br>Register of Deeds.  |
| and a second   | By Deputy.  |
| THIS INDENTURE, Made this 16th day of  | April in the year of our Lord niseteen hundred  |
| forty-one (1941) between   | PAR SERVICE   |
| Harold H. Hutton and Mabel L. Hutton   | , husband and wife,   |
|  | sand State of Kansas  |
| the first part, and Glen Carter and Blanche W.   |   |
| WITNESSETH, That the said parties of the first part, in cons   |   |
| Six Hundred and Fifty (\$650.00)   | DOLLARS   |
|  | edged, ha <u>VC</u> sold and by these presents do grant, bargain, sell<br>heirs and assigns forever, all that tract or parcel of land situated in   |
| ne County of Douglas, and State of Kansas, described as follows, to-   |   |
|  | 2   |
| Beginning at a point on the Quarter Sec  | tion line thirty-three (33) feet South of the   |
| Northwest Corner of the Northeast Quart  | er $(\frac{1}{4})$ of Section thirty-three (33), Township   |
| Thirteen (13), Range twenty (20), Thene  | e South two hundred (200) feet, Thence East one   |
| hundred sixty-two (162) feet, Thence No  | orth two hundred (200) feet, Thence West one  |
| hundred sixty-two (162) feet to the point  | nt of beginning.  |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| - F.   |   |
| with all the appurtenances, and all the estate, title and interest of the  | said part_105_of the first part therein. And the said   |
| parties of the first part  | the lawful owners of the premises above granted,  |
| nd seized of a good and indefeasible estate of inheritance therein, from   |   |
|  | un af   |
| This grant is intended as a mortg~ge to secure the payment of the su<br>Six Hundred and Fifty  | Dollars, according to the terms of  |
| one certain note x   | ctkindax executed and delivered by the said   |
| parties of the first part  |   |
| · · · · · · · · · · · · · · · · · · ·  | of August 1940  |
| o the said parties of the second part on the 27th day o  |   |
|  |   |
| o the said parties of the second part on the 27th day o  |   |
| o the said parties of the second part on the 27th day of the second part on the 27th day of f default be made in such payments, or any part thereof, or interest the onveyance shall become absolute, and the whole amount shall become  | of August, 1940<br>evance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>we due and payable, and it shall be lawful for the said parties_of the  |
| o the said parties of the second part on the 27th day of the feature of the second part on the 27th day of the feature of the second part thereof, or interest the onveyance shall become absolute, and the whole amount shall become econd part the many executors, administrators and assigns, at any to the many prescribed by law; and out of all the moneys arising fr  | of August, 1940<br>evance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>are due and payable, and it shall be lawful for the said part105_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to<br>a such sale to retain the amount then due for principal and interest.   |
| o the said parties of the second part on the 27th day of the feature of the second part on the 27th day of the feature of the second part thereof, or interest the onveyance shall become absolute, and the whole amount shall become econd part the many executors, administrators and assigns, at any to the many prescribed by law; and out of all the moneys arising fr  | of August, 1940<br>evance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>are due and payable, and it shall be lawful for the said part105_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to  |
| o the said parties of the second part on the 27th day of<br>f default be made in such payments, or any part thereof, or interest th<br>onveyance shall become absolute, and the whole amount shall become<br>econd part thoir executors, administrators and assigns, at any t<br>in the manner prescribed by law; and out of all the moneys arising fr<br>gether with the cost and charges of making such sale, and the overph<br>Marties of the lifts part their her<br>lemand, to said a state of the original mortgage, securi<br>original mortgage having been lost.   | of August, 1940<br>syance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>ue due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to-<br>toom such sale to retain the amount then due for principal and interest, to-<br>toom such sale to retain the amount then due for principal and interest, to-<br>toom such sale to retain the amount then due for principal and interest, to-<br>toom such sale to retain the amount then due for principal and interest, to-<br>toom such sale to retain the amount the due for principal and interest, to-<br>toom such sale to retain the same to be sale to be and the same indebted ness secured hereby. Said   |
| and this convergence of the second part on the 27th day of the said parties of the second part on the 27th day of the second part of the second part threef, or interest the convergence shall become absolute, and the whole amount shall become econd part the in the manner prescribed by law; and out of all the moneys arising for return the cost and charges of making such sale, and the overplemand, to said/ a mortrage executed August 27, 194 second parties. Said or lifes the parties are secured and the geometric secure and the second in the second parties. Said or lifes the second parties of the first part the second parties. The said parties are the second and the second parties. The second parties are the second parties are the second parties are the second parties. The said parties are the second parties are the second parties are the second parties are the second parties. The said parties are the second parties. The said parties are the second parties are the second parties are the second parties are the second parties. The said parties are the second parties. The said parties are the second parties are the s | of August, 1940<br>evance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>we due and payable, and it shall be lawful for the said parties_of the  |
| and this conversion of the second part on the 27th day of the said parties of the second part on the 27th day of the form of the second part their of or interest if onveyance shall become absolute, and the whole amount shall become econd part their executors, administrators and assigns, at any the manner prescribed by law; and out of all the moneys arising for rether with the cost and charges of making such ale, and the overplemental, to said or lifest of the  | eyance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>are due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>room such sale to retain the amount then due for principal and interest, to-<br>tus, if any there be, shall, be paid by the parties_making such sale on<br>rs and assigns. This mortgage is given in lieu of<br>and assigns. This mortgage is given in lieu of<br>ing the same indebtedness shoured hereby. Said<br>rt have hereunto set their hand s and seals the day and<br>Harold H. Hutton (SEAL)   |
| o the said parties of the second part on the 27th day of<br>f default be made in such payments, or any part thereof, or interest th<br>onveyance shall become absolute, and the whole amount shall become<br>econd part thoir executors, administrators and assigns, at any t<br>n the manner prescribed by law; and out of all the moneys arising fr<br>gether with the cost and charges of making such sale, and the overph<br>lemand, to said of the trigged expected August 27, 194<br>second parties. Said original mortgage, securi<br>original mortgage having been lost.<br>IN WITNESS WHEREOF, The said parties of the first part<br>year first above written.  | of August, 1940<br>by ance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>are due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to<br>rom such sale to retain the amount then due for principal and interest, to<br>rom such sale to retain the amount then due for principal and interest, to<br>rom such sale to retain the amount then due for principal and interest, to<br>rom such sale to retain the amount then due for principal and interest, to<br>rom such sale to retain the amount then due for principal and interest, to<br>row and assigns. This more sale is given; in 1100 of<br>10 by parties of this first part is part is given; in 1100 of<br>10 by parties of the first part is part is part in the of<br>ing the same indebtedness shoured hereby. Said<br>rt have hereunto set their hands and seals the day and |
| o the said parties of the second part <u>on the 27th day of</u><br>f default be made in such payments, or any part thereof, or interest th<br>onveyance shall become absolute, and the whole amount shall become<br>econd part thoir executors, administrators and assigns, at any t<br>n the manner prescribed by law; and out of all the moneys arising fr<br>rether with the cost and charges of making such sale, and the overph<br>temand, to said <u>Darties</u> of the Tist part their rot<br>second parties. Said original mortgage, securi<br>original mortgage having <u>Default</u> of the first part<br>rear first above written.<br>Signed, sealed and delivered in presence of<br>STATE OF KANSAS, <u>)</u>  | of August, 1940<br>synce shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>te due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to-<br>res and assigns. Ints mortgage is given in lieu of<br>40 by narties of the first part to <u>here and asymmetry</u><br>ing the same indebtedness shoured hereby. Said<br>rt ha ve hereunto set thoir hand s and seals the day and<br><u>Harold H. Hutton</u> (SEAL)<br><u>Mabel L Hutton</u> (SEAL)   |
| o the said parties of the second part on the 27th day of<br>and this conver-<br>f default be made in such payments, or any part thereof, or interest the<br>onveyance shall become absolute, and the whole amount shall become<br>econd part thoir executors, administrators and assigns, at any t<br>n the manner prescribed by law; and out of all the moneys arising fr<br>grether with the cost and charges of making such sale, and the overph<br>demand, to said / a mort trage of making such sale, and the overph<br>demand, to said / a mort trage of making such sale, and the overph<br>demand, to said / a mort trage of the first part their hoft<br>is second parties. Said original mort trage, securi-<br>original-mortgage having been lost.<br>IN WITNESS WHEREOF, The said parties of the first part<br>year first above written.<br>Signed, sealed and delivered in presence of<br>STATE OF KANSAS,<br>State OF KANSAS,<br>DUIGLAS _ County.<br>BE IT REMEM  | bf August, 1940<br>expance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>are due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>room such sale to retain the amount then due for principal and interest, to-<br>tus, if any there be, shall, be paid by the part i2s_making such sale, on<br>rg and assigns. This mortgage is given in lieu of<br>a do by nerties of the first part to <u>here rand assigne</u><br>ing the same indebtedness shoured hereby. Said<br>rt ha ve hereunto set their hand s and seals the day and<br><u>Harold H. Hutton</u> (SEAL)<br><u>Mabel L Hutton</u> (SEAL)<br>IBERED, That on this <u>2S<sup>n</sup></u> day of <u>April</u><br>a Notary Public in and for said County and State,   |
| o the said parties of the second part <u>on the 27th day of</u><br>f default be made in such payments, or any part thereof, or interest th<br>onveyance shall become absolute, and the whole amount shall become<br>econd part thoir executors, administrators and assigns, at any t<br>n the manner prescribed by law; and out of all the moneys arising fr<br>gether with the cost and charges of making such sale, and the overph<br>lemand, to said <u>Darties</u> of the Tiginal mortgage, securi-<br>original mortgage having been lost.<br>IN WITNESS WHEREOF, The said partles of the first par-<br>year first above written.<br>Signed, sealed and delivered in presence of<br><u>STATE OF KANSAS</u> ,<br><u>State OF KANSAS</u> ,<br><u>State OF KANSAS</u> ,<br><u>BE IT REMEM</u><br>A.D. 19.41 before me R. E. Melvin<br>ame <u>Harold H. Hurtion and Mabel L. Hurtion</u>   | of August, 1940<br>synce shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>the due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to-<br>reg and Assigns. Ints mortgage is given in lieu of<br>10 by narties of the first part to <u>here and asympto</u><br>ing the same indebtedness shoured hereby. Said<br>rt ha ve hereunto set thoir hand s and seals the day and<br><u>Harold H. Hutton</u> (SEAL)<br><u>Mabel L Hutton</u> (SEAL)<br>10 BERED, That on this <u>28"</u> day of <u>April</u><br>a Notary Public in and for said County and State,  |
| o the said parties_of the second part on the 27th day of the said parties_of the second part on the 27th day of the second part on the 27th day of the second part there is and this convert the second part is the second part i                   | of August, 1940   |
| o the said parties of the second part on the 27th day of and this convertight of the second part of the second part of the second part thereof, or interest the one part their executors, administrators and assigns, at any the namer preservible by law; and out of all the moneys arising frame in the manner preservible of the fiftst part their heir here the original mortgage or executed for the fiftst part their here is second parties. Said original mortgage, securi original mortgage having been lost. In WITNESS WHEREOF, The said parties of the first part of the part of the same. In with the same parts of the first part of the same. The part of the same. The part of the same that part of the same. The part of the same the part of the same. The part of the same. The part of the same that part part of the same. The part of the same the part of the same. The part of the same that part part of the same. The part of the same that part of the same that part part of the same that  | of August, 1940<br>synce shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>the due and payable, and it shall be lawful for the said parties_of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to-<br>reg and Assigns. Ints mortrage is given in lieu of<br>40 by narties of the first bart tohere and asymmetry<br>ing the same indebtedness shoured hereby. Said<br>rt ha ve hereunto set thoir hand s and seals the day and<br>Harold H. Hutton (SEAL)<br>Mabel L Hutton (SEAL)<br>10 EREED, That on this 28 <sup>u</sup> day of April<br>a Notary Public in and for said County and State,  |
| and this convert<br>and this convert<br>f default be made in such payments, or any part thereof, or interest the<br>onveyance shall become absolute, and the whole amount shall become<br>acoust part thoir executors, administrators and assigns, at any t<br>me manner prescribed by law; and out of all the moneys arising fr<br>gether with the cost and charges of making such sale, and the overph<br>lemand, to said or the same sale, and the overph<br>lemand, to said or the same sale, and the overph<br>lemand, to said or the same sale, and the overph<br>lemand, to said or the same sale, and the overph<br>lemand, to said or the same sale of the first part their of the<br>original mortgage having been lost.<br>IN WITNESS WHEREOF, The said parties of the first part<br>rear first above written.<br>Signed, sealed and delivered in presence of<br>STATE OF KANSAS,<br>DOUGLAS County,<br>A.D. 19.41 before me R. E. Melvin<br>to me personally known to be the same personal<br>edge the execution of the same.<br>IN WITNESS WHEREOF, I have hereunt<br>last above written.<br>My Commission expires April 5 1942   | bf August, 1940<br>evance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>the due and payable, and it shall be lawful for the said part12S. of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>rom such sale to retain the amount then due for principal and interest, to-<br>try and assigns. In firs mortgage is given in lieu of<br>fal by part12S. This mortgage is given in lieu of<br>the same indebtedness shoured hereby. Said<br>rt ha ve hereunto set their hand s and seals the day and<br>Harold H. Hutton (SEAL)<br>Mabel L Hutton (SEAL)<br>IBERED, That on this 2S <sup>n</sup> day of April<br>a Notary Public in and for said County and State,<br>subscribed my name and affixed by official seal on the day and year<br>R, E. Melvin Notary Public.  |
| o the said parties of the second part on the 27th day of the said parties of the second part on the 27th day of the second part of the second part thereof, or interest the onveyance shall become absolute, and the whole amount shall become econd part their executors, administrators and assigns, at any the manner prescribed by law; and out of all the moneys arising for greater that the cost and charges of making such sale, and the overpheter with the cost and charges of making such sale, and the overpheter have the cost and charges of making such sale, and the overpheter or the information of the sole of the first part their have the cost and charges of making such sale, and the overpheter having the overpheter of the second parties. Said original mortgage, securi original mortgage having been lost. In WITNESS WHEREOF, The said parties of the first part first above written. Signed, sealed and delivered in presence of STATE OF KANSAS, A.D. 19.41 before me R. E. Melvin and Mabel L. Hutton to me personally known to be the same persons edged the execution of the same. (SEAL) IN WITNESS WHEREOF, I have hereward last above written. My Commission expires April 5 19.42  | bf August, 1940   |
| o the said parties of the second part on the 27th day of and this convertight of the second part on the 27th day of the said parties of the second part thereof, or interest the convergence shall become absolute, and the whole amount shall become econd part theirexecutors, administrators and assigns, at any the manner prescribed by law; and out of all the moneys arising for greater with the cost and charges of making such sale, and the overple meand, to said / A more trage of making such sale, and the overple of the first part their hoft are original mort trage, second parties. Said original mort trage, second original mort trage, second parties. Said original mort trage, second original mort trage, second original mort trage of the first part original mort trage, second original mort trage of the first part original mort tragesecond or trademortsecond original mort tragesecond or the first part for the first above written  | bf August, 1940<br>evance shall be void if such payments be made as herein specified. But<br>hereon, or the taxes, or if the insurance is not kept up thereon, then this<br>the due and payable, and it shall be lawful for the said part125. Of the<br>time thereafter to sell the premises hereby granted, or any part thereof,<br>from such sale to retain the amount then due for principal and interest, to-<br>try and assigns. This more that the sell part 125 making such sale, on<br>ref and assigns. This more the sell the principal and interest, to-<br>ing the same indebtedness shoured hereby. Said<br>rt ha ve hereunto set their hand s and seals the day and<br>  |
| o the said parties of the second part on the 27th day of the said parties of the second part on the 27th day of the same preserved of the second part thereof, or interest the one part the second part the se | of August, 1940   |

135

102

ment, see 88-14

4