

Receiving No. 12371

MORTGAGE RECORD 87

Reg. No. 2740

Fee Paid \$3.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

August A.D., 1941, At 2:15 P. M.

TO

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of March in the year of our Lord nineteen hundred forty-one between

Velma Turner Embrey and Milo Embrey, wife and husband, respectively.

of Baldwin City in the County of Douglas and State of Kansas

of the first part, and The Baldwin State Bank, Baldwin City, Kansas

of the second part.

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

Fifteen hundred DOLLARS

to us duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part its assigns & successors their 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 North half of the Northeast Quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) of Section thirteen (13),

township fifteen (15), range nineteen (19), a tract of eighty (80) acres, more or less.

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

Velma Turner Embrey and Milo Embrey

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 except none.

This grant is intended as a mortgage to secure the payment of the sum of

fifteen hundred

Dollars, according to the terms of

a certain note

this day executed and delivered by the said

Velma Turner Embrey and Milo Embrey

to the said part y of the second part its assigns and successors.

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 part y of the second part its successors 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 part y making such sale, on demand, to said Velma Turner Embrey and Milo Embrey 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

Velma Turner Embrey (SEAL)

Milo Embrey (SEAL)

STATE OF KANSAS,

ss.

County of Douglas County,

BE IT REMEMBERED, That on this 1st day of March

A.D. 1941 before me

C. B. Butell

a Notary Public in and for said County and State,

came Velma Turner Embrey and Milo Embrey, 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

9-4-44

19

C. B. Butell

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 5 day of Feb A.D. 19 41

Attest:

(corp. seal)

Baldwin State Bank

C. B. Butell President

This release was written on the original mortgage entered this 6 day of Feb 1941

Harold A. Beck
Reg. of Deeds

Harold A. Beck
Deputy