

## MORTGAGE RECORD 87

Receiving No. 12433

Reg. No. 2751

Fee Paid \$1.75

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

August A.D., 1941, At 9:25 A.M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 8th day of Aug. in the year of our Lord nineteen hundred forty one between

Wilbur Olmstead and wife Almina Olmstead

of in the County of Douglas and State of Kansas  
of the first part, and Dave Hey

of the second part.

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

The East Half (E $\frac{1}{2}$ ) of the East half (E $\frac{1}{2}$ ) of the N. W. Quarter Section Thirty (30)  
Township Fourteen (14) Range Twenty One (21)

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 Seven hundred Dollars, according to the terms of

a certain note this day executed and delivered by the said Parties of the first part

to the said party of the second part

said note for the term of 5 yrs. and to draw interest at the rate of 5% payable semiannually

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, 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 Dave Hey heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Wilbur Olmstead (SEAL)

Almina Olmstead (SEAL)

STATE OF KANSAS,

ss.

County of Franklin County

BE IT REMEMBERED, That on this 8th day of Aug.

A.D. 1941 before me H. E. Jewell

a Notary Public in and for said County and State,

came Wilbur Olmstead and Almina Olmstead

to me personally known to be the same person 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 Feb 24th 1944

H. E. Jewell

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 27 day of Aug. A.D. 1943.

Attest:

Dave Hey

This Release  
was written  
on the original  
Mortgage  
entered  
this 27th day  
of August 1943  
Harold R. Beck  
Reg. of Deeds