

Receiving No. 12531

MORTGAGE RECORD 87

Reg. No. 2768
Fee Paid \$1.25

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of

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

Ward R. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 29th day of August, in the year of our Lord nineteen hundred Forty one between

Albert I Turner and Velma Turner, his wife

of R.R.No. 2, Overbrook in the County of Douglas, and State of Kansas,

of the first part, and The Kansas State Bank, Overbrook, Kansas,

of the second part.

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

Five Hundred & 00/100

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, its successors 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:

Commencing at the southeast corner of the Southwest Quarter ($\frac{1}{4}$) of Section Thirty-four (34), Township Fourteen (14), Range Eighteen (18), Douglas County, Kansas; thence running West 25 rods, thence North 16 rods; thence East 25 rods; thence South 16 rods to place of beginning, containing $2\frac{1}{2}$ 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

Albert I Turner and Velma Turner

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 No incumbrance.

(Property to be insured in a reliable company for at least \$1000.00 with mortgage clause to us attached)

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

Five Hundred & 00/100

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

Albert I Turner and Velma Turner,

to the said party of the second part being of equal date herewith due in two years from date, bearing interest at 6% payable semi-annually. Privilege to pay on the principal at any interest payment.

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 its successors heirs 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 Albert I Turner and Velma Turner 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

Albert I. Turner

(SEAL)

Velma Turner

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas, County,

BE IT REMEMBERED, That on this 29th day of August

A.D. 1941 before me

Eva H Neville

a Notary Public in and for said County and State,

came Albert I Turner and Velma Turner, husband and wife,

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 Oct 14

1943

Eva H Neville

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 19th day of October

A.D. 1942

Attest:

(Corp. Seal)

Kansas State Bank, Overbrook, Kans.

H. F. Hartman Pres

J. G. Keeler Cashier

This Release was written on the original Mortgage entered this 6th day of October 1942.

Ward R. Beck
Reg. of Deeds.