

MORTGAGE RECORD 87

Reg. No. 2923
Fee Paid \$1.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of
February A.D., 1942, At 3.20 P. M.

TO

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 24th. day of February in the year of our Lord nineteen hundred
Forty two between
Dora L. Hixson and Daniel L. Hixson, wife and husbandof Lawrence in the County of Douglas and State of Kansas
of the first part, and Daniel Heffner
of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Seven Hundred (\$700.00) 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:Lot Number Twenty-one (21) in Simpsons Subdivision in that part of the City of
Lawrence Formerly known as North Lawrence.with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Dora L. Hixson and Daniel L. Hixson
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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of
Seven Hundred (\$700.00) Dollars, according to the terms of
one certain note, dated Dec. 21 1941 executed and delivered by the said
Dora L. Hixson and Daniel L. Hixson
to the said party of the second part Daniel Heffnerand 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 Dora L. Hixson and Daniel L. Hixson their heirs and assignsIN 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

Dora L. Hixson (SEAL)

Daniel L. Hixson (SEAL)

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 24th. day of February

A.D. 1942 before me Frank Fox

a Notary Public in and for said County and State,

came Dora L. Hixson and Daniel L. Hixson, wife and husband

(SEAL)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
edged the execution of the same.
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 July 7 1944

Frank Fox 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 22nd day of April

A.D. 1942

Attest:

*Daniel Heffner*This release
was written
on the original
mortgage
entered
this 22 day
of April
1942*Harold A. Beck*
Reg. of Deeds
Dora L. Hixson
Deputy