

## MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

April A.D. 1942, At 3:50 P. M.

*Harold A. Beck*  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 1st day of November in the year of our Lord nineteen hundred and 41 between

Ernest E. Fellers and Nina Fellers, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Dean A. McGee, Trustee

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
SEVENTEEN HUNDRED and no/100 ----- (\$1700.00) 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:

The South Half ( $\frac{1}{2}$ ) of the South-East Quarter ( $SE\frac{1}{4}$ ) of Section 23 in Township 14 South  
of Range 19 East of the Sixth P.M. containing Eighty acres of land, more or less, according  
to government survey

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  
Seventeen Hundred Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said  
parties of the first part

to the said party of the second part

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, 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 parties of the second part, 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

Ernest E. Fellers

(SEAL)

R. E. Melvin

Nina Fellers

(SEAL)

STATE OF KANSAS,

~~County of~~ Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of April

A.D. 1942 before me R. E. Melvin a Notary Public in and for said County and State,  
came Ernest E. Fellers and Nina Fellers, husband and wife

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-  
edged 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 April 5 1946 R. E. Melvin 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 day of A.D. 19

Attest: