

## MORTGAGE RECORD 87

Receiving No. 17767

The World Co., Lawrence, Kansas

Reg. No. 3466  
Fee Paid \$7.50

FROM

A.W. Shoberg and wife

TO

M.E. Bond

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of June

A.D., 1943, At 4:50 P. M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 10th day of June in the year of our Lord nineteen hundred Forty-Three between

A.W. Shoberg and J. Almus Shoberg, his wife  
of Lawrence in the County of Douglas and State of Kansasof the first part, and  
M.E. Bond of the second part.

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

to him 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 Northeast Quarter of Section Twelve (12), Township Fourteen (14), Range Nineteen (19), Douglas County, Kansas."

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 Three Thousand (\$3000.00) 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

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 parties of the first part 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

A.W. Shoberg

(SEAL)

J. Almus Shoberg

(SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this 10th day of June A.D. 1943 before me C.B. Hosford a Notary Public in and for said County and State, came A.W. Shoberg and J. Almus Shoberg, his wife

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 June 28, 1943 C.B. Hosford 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 14th day of July A.D. 1944

Attest: E. J. Arnold

M. E. Bond

This release was written on the original mortgage entered this 21 day of July 1944

Harold A. Beck  
Reg. of Deeds