

## MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

Walter Arbuckle and Hattie Arbuckle his wf.  
TO

Josephine Eriksen

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of  
November A.D., 1943, At 9:05 A. M.Harold T. Back  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 20th day of October in the year of our Lord nineteen hundred  
Forty-three between Walter Arbuckle and Hattie Arbuckle, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and Josephine Eriksen

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Twelve Hundred Fifty and no/100 ... (\$1250.00) 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 her 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 ( $\frac{1}{2}$ ) of the northeast quarter ( $\frac{1}{4}$ ) of section nineteen (19) and the north  
half ( $\frac{1}{2}$ ) of the west half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{4}$ ) of the southwest quarter  
( $\frac{1}{4}$ ) of Section Twenty (20) all in Township twelve (12), South of Range Nineteen (19),  
East of the Sixth Principal Meridian."

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  
Twelve Hundred Fifty 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 her 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 parties 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

Walter Arbuckle (SEAL)  
Hattie Arbuckle (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas }  
A.D. 1943 before me C. B. Hosford a Notary Public in and for said County and State,  
came Walter Arbuckle and Hattie Arbuckle, his wife  
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.  
(SEAL)  
My Commission expires June 26 1947 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 6th day of October A.D. 1944

Attest:

Josephine Eriksen

This release  
was written  
on the original  
mortgage  
entered  
this 1st day  
of Dec.  
1944  
Harold T. Back  
Reg. of Deeds