

## MORTGAGE RECORD 87

Reg. No. 3681

Receiving No. 20116

Fee Paid \$1.25

The World Co., Lawrence, Kansas

FROM

Edward N. Pearson

TO

Elizabeth Pearson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

March A.D. 1944, At 3:30 P. M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 23rd day of July in the year of our Lord nineteen hundred forty-three between Edward N. Pearson, a single man,

of Baldwin in the County of Douglas and State of Kansas of the first part, and Elizabeth Pearson

of the second part.

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

Five Hundred and NO/100 ----- DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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:

South 4 4/9 acres of the North One-Third (N 1/3) of the West One-third (W 1/3) of the Northwest Quarter (NW 1/4) and the North 15 5/9 acres of the South Two-thirds (S 2/3) of the West One-third (W 1/3) of the Northwest Quarter (NW 1/4) of Section Twelve (12), Township Fifteen (15), Range Twenty (20), containing 20 acres, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Edward N. Pearson, do hereby covenant and agree that at the delivery hereof that he is 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 Five Hundred and NO/100 ----- Dollars, according to the terms of one certain on this day executed and delivered by the said Edward N. Pearson to the said part Y 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 part Y 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, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said first party, his heirs and assigns

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Edward N. Pearson (SEAL)

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County

BE IT REMEMBERED, That on this 23rd day of July

A.D. 1943 before me A. M. Gardner a Notary Public in and for said County and State,

came Edward N. Pearson, a single man

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 August 17th 1944 A. M. Gardner Notary Public.

Dep.

## 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:

for Release see Book 96 page 447