

## MORTGAGE RECORD 87

Reg. No. 3710  
Fee Paid..\$4.75

Receiving No. 20325

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

April A.D., 1944, At 11:50 A. M

TO

*Harold A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 31st day of March in the year of our Lord nineteen hundred forty four between

Hobart F. Lutz and Ethel K. Lutz, his wife

of Kansas City in the County of Jackson and State of Missouri

of the first part, and Joseph C. Hemphill

of the second part.

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

Nineteen Hundred and no/100 (\$1900.00) 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 part y 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 the southeast quarter of Section Sixteen (16), also the west one-half (1/2) of the northwest quarter of the southwest quarter of Section Fifteen, all in Township Thirteen (13) Range Twenty (20), containing sixty (60) acres 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

Nineteen Hundred (\$1900.00) 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 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 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 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 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

*Hobart F. Lutz* (SEAL)*Ethel K. Lutz* (SEAL)

STATE OF KANSAS, } ss.

County of Jackson County

BE IT REMEMBERED, That on this 31 day of March

A.D. 1944 before me Clara M. Palmer a Notary Public in and for said County and State,

came Hobart F. Lutz and Ethel K. Lutz, his wife

(SEAL)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged 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 April 27 1946 Clara M. Palmer 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 4th day of October A.D. 1944

Attest:

*Joseph C. Hemphill*

This release  
was written  
on the original  
mortgage

Entered  
this 5th day  
of Oct  
1944

*Harold A. Beck*  
Reg. of Deeds