

MORTGAGE RECORD 87

Reg. No. 3839
Fee Paid \$7.50Receiving No. 21233
The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

August A.D. 1944, At 10:40 A. M

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 27th day of July in the year of our Lord nineteen hundred forty four between George Raible and Elda Raible, husband and wife,

of Overbrook, R. R. No. 2 in the County of Douglas and State of Kansas of the first part, and Edward Raible and Minnie Raible or the survivor of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand & 00/100 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 parties of the second part their 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 Southwest Fractional Quarter ($\frac{1}{4}$) of
Section Thirty one (31),
Township Fourteen (14),
Range Eighteen (18),
containing 137 & 95/100 acres, more or less,
in Douglas Co. 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 & 00/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said George Raible and Elda Raible to the said parties of the second part of even date herewith due in five years from date bearing interest at 4% per annum payable annually, Privilege to pay \$100.00 or more on the principal at any time.

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 parties of the second part their 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 George Raible and Elda Raible their 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 George Raible (SEAL)
Elda Raible (SEAL)

STATE OF KANSAS, } ss.
County of Osage County } BE IT REMEMBERED, That on this 27th day of July A.D. 1944 before me J. A. Kesler a Notary Public in and for said County and State, came George Raible and Elda Raible husband and wife

(SEAL) to me personally known to be the same persons 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 July 12 1947 J. A. Kesler 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 27th day of Sept. A.D. 1944
Attest: Mrs. Minnie Raible

This release was written on the original mortgage.

entered this 28 day of October 1944

Harold A. Beck
Register of Deeds
David M. Howard
Deputy