

MORTGAGE RECORD 90

Reg. No. 3594
Fee Paid \$11.25

Receiving No. 21639

Mr. Wm. C. Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of September 6 A.D. 1944, At 3:25 P. M.

By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 28th day of September in the year of our Lord nineteen hundred Forty-four between Harbert H. Mouffal and Mable L. Mouffal, his wife of Douglas In the County of Douglas and State of Kansas of the first part, and Carl Weis of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand five hundred 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 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 South 66 2/3 acres of the North Half
of the South East Quarter
and
the South 33 1/3 acres of the North East Quarter
of the South West Quarter
of Section Ten (10), Township Thirteen (13) Range Twenty one (21)
in 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 Four thousand five hundred Dollars, according to the terms of one 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 Harbert H. Mouffal and Mable L. Mouffal, his wife heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of Harbert H. Mouffal (SEAL)
Mable L. Mouffal (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 28th day of September

~~County~~ Douglas County, ss. A.D. 1944 before me Edw. T. Rilling a Notary Public in and for said County and State, came Harbert H. Mouffal and Mable L. Mouffal, his wife.

to me personally known to be the same persons 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 my official seal on the day and year last above written.

My Commission expires June 1st 1945 Edw. T. Rilling Notary Public.

RELEASE

The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this March 27 day of March A.D. 1952

Attest:

Chad W. Neis

This release was written on the original mortgage.

entered this 27 day of March 1952

Harold A. Beck
Reg. of Deeds
Barbara Leiber
Deputy