

Receiving No. 23011

MORTGAGE RECORD 90

Reg. No. 4133

Fee paid \$5.00

The World Co., Lawrence, Kansas

FROM
Harry Prim Marie Prim
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 3 day of
April A.D. 1945 At 10:40 A. M.
Harold A. Beck
Register of Deeds.
By Deputy.

The First National Bank Overbrook, Kansas

THIS INDENTURE, Made this 31st day of March in the year of our Lord nineteen hundred Forty Five between Harry Prim and Marie Prim, his wife

of Overbrook in the County of Douglas and State of Kansas
of the first part, and The First National Bank, Overbrook, Kansas
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 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 South East Quarter of Section Five (5), less the following
Beginning at a point being the South East Corner of the South East Quarter of said Section (5), thence North 784 feet, thence West 284 Feet, thence South 784 feet, thence East 284 feet to the place of beginning, all in township (15) Range (18), 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 Harry Prim and Marie Prim, his wife 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 \$2000.00 Dollars, according to the terms of a certain note this day executed and delivered by the said Harry Prim and Marie Prim, his wife to the said part 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 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 parties 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 Harry Prim (SEAL)
Marie Prim (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 31st day of March A.D. 1945 before me, C. J. Cordts a Notary Public in and for said County and State, came Harry Prim and Marie Prim, 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 Feb. 2nd 1949 C. J. Cordts 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 20 day of Nov. A.D. 1946.
Attest: *C. J. Cordts* *First National Bank Overbrook, Kansas*
C. J. Cordts Cashier

This release was written on the original mortgage and filed in the office of the Register of Deeds.