

Receiving No. 23992

MORTGAGE RECORD 90

Reg. No. 4261

Fee paid \$12.50

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of July A.D. 1945, At 10:30 A. M.

TO

By Harold A. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this 27 day of June A.D. 1945, between B. L. Taul, also known as Burton L. Taul and Myrtle Ann Taul,
husband and wifeof Baldwin in the County of Douglas and State of Kansas
of the first part, and Lola Dyer

of the second part.

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

The North Thirty (30) acres of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty four (34) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirty Five (35) all in Township Fourteen (14), Range Nineteen (19) East of the 6th P.M. in Douglas County, Kansas, less land taken for highway purposes and for channel change.

E $\frac{1}{2}$ East half of the south west quarter (SW $\frac{1}{4}$) Sec. 35, Tp. 14, R $\frac{1}{2}$ 19 Douglas County, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Burton L. Taul and Myrtle Ann Taul

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

Five thousand 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, 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 heirs and assigns

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

Signed, sealed and delivered in presence of Burton L. Taul (SEAL)

Myrtle Ann Taul (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 27 day of June

Douglas County ss.

A.D. 1945 before me C. E. Butell a Notary Public in and for said County and State,

came B. L. Taul and Myrtle Ann Taul, husband and 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 my official seal on the day and year last above written.

My Commission expires 8-4-48 19 C. E. Butell 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 29 day of November A.D. 1946

Attest: Jake Wells Lola Dyer

This release was written on the original mortgage entered this 29 day of Nov. 1946
Harold Beck
Reg. of Deeds