

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

Ruth A. Eyer and Walter L. Eyer

TO

Charles E. Minter

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

February A.D. 1948, At 10:40 A. M.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 9th day of February in the year of our Lord nineteen hundred forty-six between Ruth A. Eyer and Walter L. Eyer (wife & husband)

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Charles E. Minter

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two-thousand and no/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 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 Southwest quarter (1/4), Section Eighteen (18), Township Fifteen (15), Range Twenty (20), (less a tract of land consisting of twenty (20) acres described as follows: Beginning at the Northeast corner of said Quarter Section, Township and range; thence west one hundred six (106) rods; thence south thirty (30) rods, three (3) feet; thence east one hundred six (106) rods; thence north thirty (30) rods, three (3) feet to place of beginning, and Twenty (20) acres on the east side of the southeast quarter (1/4), Section Thirteen (13), Township fifteen (15) Range Nineteen (19), more particularly described as follows: Beginning at the southeast corner of said Quarter Section, Township and range; thence north one hundred sixty (160) rods; thence West twenty (20) rods; thence south one hundred sixty (160) rods; thence east twenty (20) rods to the place of beginning, containing in all one hundred fifty seven (157) acres more or less east of the Sixth P.M.

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 owners 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 \$2,000.00

Two-thousand and no/100 (\$2,000.00) Dollars, according to the terms of

a certain note & mtg. 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 parties of the first part their heirs and assigns

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

Signed, sealed and delivered in presence of

Ruth A. Eyer

(SEAL)

Walter L. Eyer

(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this day of February

A.D. 1948 before me the undersigned

a Notary Public in and for said County and State,

came Ruth A. Eyer and Walter L. Eyer

(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 Mar. 16 1949

H. H. Hayes

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 Feb 5 day of 1949 A.D. 19

Attest:

Charles E. Minter

This release was written on the original mortgage and entered this 23rd day of February, 1949.

Michael A. Book
Reg. of Deeds