

Receiving N. 29759

MORTGAGE RECORD 90

Reg. No. 5166
Fee Paid \$7.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

September A.D. 1946, A.M. 10:05 A.M.

TO

By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 6th day of September in the year of our Lord nineteen hundred forty six between
B. L. Robbins and Elizabeth Robbins, his wife

of Wellsville in the County of Franklin and State of Kansas
of the first part, and J. W. Fields or Bessie H. Fields or the survivor

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
THREE 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 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 South Half of the East Half of the Southeast Quarter of Section
Sixteen (16), Township Fifteen (15), Range Twenty one (21) 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
whatsoever excepting an easement for pipe lines

This grant is intended as a mortgage to secure the payment of the sum of
Three Thousand & No/100 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 parties of the second part their heirs or assigns with interest at the rate of five
percent per annum

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, to-
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the parties 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

B. L. Robbins (SEAL)

Elizabeth Robbins (SEAL)

STATE OF KANSAS,

Franklin County ss.

A.D. 1946 before me H. E. De Tar

a Notary Public in and for said County and State,

came B. L. Robbins and Elizabeth Robbins, his wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-

edged 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 February 12th 1949 H. E. De Tar Notary Public.

RELEASE

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

Attest: As Witness my hand, this 24th day of September A.D. 1946

J. H. Fields
Bessie H. Fields

This release
was written
on the original
mortgage
I entered
this 24th day
of September
1946

Harold A. Beck
Reg. of Deeds

Deputy