

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of October A.D. 1946 at 3.00 P.M.

By

Deputy.

THIS INDENTURE, Made this 16th day of October In the year of our Lord nineteen hundred forty six between

Modest T. Foster and Dorothy Foster, his wife

of Lawrence In the County of Douglas and State of Kansas
of the first part, and C. B. Hosford and E. T. Arnold

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

ONE 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 sixty acres of the Southeast quarter of Section Six (6), Township Thirteen (13), Range Nineteen (19) East of the 6th Principal Meridian

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

One Thousand and no/100

Dollars, according to the terms of

a certain note

this day executed and delivered by the said

Parties of the first part

to the said parties 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 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, together 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 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

Modest T. Foster (SEAL)

Mrs. Dorothy Foster (SEAL)

STATE OF KANSAS,

County of Douglas County ss.

BE IT REMEMBERED, That on this 16th day of October

A.D. 1946 before me Karl M. Krieder

came Modest T. Foster and Dorothy, his wife a Notary Public in and for said County and State,

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 Nov. 10 1947

Karl M. Krieder 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 26 day of Feb. A.D. 1947

C. B. Hosford
E. T. Arnold

This release was written on the original mortgage entered this 26 day of Feb. 1947.

Hosford & Arnold
Notary