

Release
The note herein described, having been paid in full, this mortgage hereby released, and the lien thereby created, discharged. Witness my hand and seal this 2nd day of September 1948
Myself, F. Smith

Notary Public
September 1948
Dated
Notary Public

Rev. No. 6569 347
Exp. 10/1/50

MORTGAGE-Standard Form. (No. 52 A) 35829 BOOK 94
F. I. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this First day of July
A. D. 1948, between Walter T. Pohl and Louise W. Pohl, husband and wife

of Ottawa in the County of Franklin and State of Kansas
of the first part, and Walter E. Smith

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 part Y 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 West half of the Southwest quarter of Section sixteen (16)
Township fifteen (15) Range nineteen (19), containing 30 acres
more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Walter T. Pohl and Louise W. Pohl 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 two thousand Dollars, according to the terms of certain note this day executed and delivered by the said Walter T. Pohl and Louise W. Pohl to the said part Y 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 Y 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said Walter T. Pohl and Louise W. Pohl their heirs and assigns

In Witness Whereof, The said parties of the first part ha ve hereunto set their hand and seal on the day and year first above written.
Signed, Sealed and delivered in presence of

Walter T. Pohl (SEAL)
Louise W. Pohl (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
Franklin County, va

Be It Remembered, That on this 12th day of July A. D. 1948
before me Walter T. Pohl and Louise W. Pohl a Notary Public
in and for said County and State, came Walter T. Pohl and Louise W. Pohl



to me personally known to be the same persons 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 Feb. 11, 1952 Ada R. Hitt Notary Public

Recorded July 13, 1948 at 11:10 A. M.

Howard A. Beck Register of Deeds