

BOOK 95

MORTGAGE

No. 325

F. J. Boyles, Publisher of *United States*, Lawrence, Kansas

This Indenture, made this 15th day of October — in the

year of our Lord, one thousand nine hundred and forty-eight.

Walter B. Pine, a single man; and Elmer Pine and Gertrude J. Pine, his wife.

Lawrence in the County of Douglas and State of Kansas

parties [of the first part] and J. C. Hemphill

part $\mathbf{y}^-$ of the second part

Fourteen Hundred and no/1CO - - - - -

to **them** - duly paid, the receipt of which is hereby acknowledged, have sold, and by this instrument do **GRANT, BARGAIN, SELL, and MORTGAGE** to the said party of the second part, the following described real estate situated and being in the County of **Douglas** and State of Kansas, to-wit:

The East Six (6) acres of the North Seven (7) acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty (20), Township Twelve (12) South, Range Twenty (20) East of the 6th P.M.

with 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 time of the execution of the premises above granted, not being at a great and independent estate of freehold, the said parties of the first part do hereby agree that they are

[illegible]

THIS GRANT is intended as a mortgage to secure the payment of the sum of **Fourteen Hundred (\$1,400.00)**

according to the terms of one certain water obligation for the duration of said term of years, commencing on the 15th

On or before October 15, 1946, and by its assignor make payable to the part y of the second part, such all interest accruing thereon according to the terms of said obligation and also to each assignor, a sum of money, to be paid by the said party y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in or to wit that said parties assignor and said assignor shall not be liable for the same as provided in this instrument.

[illegible]

It is agreed by the parties hereto that the terms and provision of this indenture, and each and every of them, shall be binding and shall extend and make so, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Water to Lake
Elmer Pine
Gertrude J Pine

STATE OF KANSAS
COUNTY OF DOUGLAS



Do It Remembered, That on this 15th day of October A. D. 1948
before me, a Notary Public in the aforesaid County and State,
came Walter B. Pine, a single man; and Elmer Pine and Gertrude
Pine, his wife,

to me personally known to be the same persons who executed the foregoing instrument 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 on the 28th day of October 1942

Forrest A. Jackson
Notary Public
1940

1, the endorsement memo of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the registered owner to enter the discharge of this mortgage of record. Dated this 31st day of December 1962 J. C. Newhall Mortgagee. Current.

Release

This mortgage
was written
on the original
mortgage
this 30 day
of January
19 65
W. A. R.