

This Indenture, Made this 1st day of JanuaryA. D. 1951, between Ernest Wulfkühle and Frances Wulfkühle, his wifeof Leocompton, in the County of Douglas and State of Kansas
of the first part, and Frank L. Moss

, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ten thousand (\$10,000.00) 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 Northeast Quarter (NE 1/4) of Section Thirteen (13), Township
thirteen (13) South, Range Seventeen (17) East of the 6th P.M.,
subject to roadways.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Ernest Wulfkühle and Frances Wulfkühle, his wife, 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 indefensible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Ten Thousand (\$10,000.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Ernest Wulfkühle and Frances Wulfkühle, his wife, 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said Ernest Wulfkühle and Frances Wulfkühle, his wife, 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

Ernest Wulfkühle (SEAL)
Frances Wulfkühle (SEAL)

STATE OF KANSAS

DOUGLAS County

Be It Remembered, That on this 10th day of January, A. D. 1951before me, Forrest A. Jackson, a Notary Publicin and for said County and State, came Ernest Wulfkühle and Frances Wulfkühle, his wife,

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 October 26, 1952Forrest A. Jackson Notary Public

Recorded February 26, 1951 at 10:00 A. M.

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 11 day of Dec 1958

Attest:

George G. Moss
Dorothy E. Moss

In assignment on bond 111, page 314

THIS MORTGAGE
WAS FILED
31, FEBRUARY 1951
4, 1951
RECORDED
THIS 11th DAY
OF DECEMBER
1958
SIGNED
BY J. L. MOSS
CLERK OF COURT

Notary Public
George G. Moss
Dorothy E. Moss