

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This following is endorsed on the original instrument.  
This note herein described having been paid in full, this mortgage is hereby  
released and the lien hereby created discharged.

A witness my hand this 3rd day of April A.D. 1923

Thomas Bradley  
Attest:

This Indenture, Made this 26th day of February in the year of our Lord one thousand  
two hundred and twenty three, between Willard L. Eubanks and Mamie  
Eubanks, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Termin D. Elliott of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Two Hundred Fifty 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 her 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:

All of Lot No Three (3) in Block Seven (7) of Doan's Sub-  
Division of Early Addition on Lee Street, in the City  
of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
Willard L. Eubanks and Mamie Eubanks 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 indefeasible  
estate of inheritance therein, free and clear of all incumbrances except a certain mortgage of  
Six Hundred Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of  
Two Hundred Fifty Dollars  
according to the terms of a certain promissory note this day executed  
and delivered by the said Willard L. Eubanks and Mamie Eubanks 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 payment, 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, her 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the  
overplus, if any there be, shall be paid, by the part y making such sale, on demand, to said Willard L. Eubanks and Mamie Eubanks their  
heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Willard L. Eubanks [SEAL]  
Mamie Eubanks [SEAL]  
[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1923, before me,  
the undersigned a Notary Public in and for said County and State, came  
Willard L. Eubanks and Mamie Eubanks,  
husband and wife, to me personally known to be the same  
person 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 June 5th 1923

Henry G. Parsons  
Notary Public.

Filed for Record the 27 day of February A. D. 1923 at 10 o'clock P. M.

Dwight L. Lawrence Register of Deeds.  
Deputy.

Recorded April 3rd 1923  
Geo. B. McElwain  
Register of Deeds

For Assignment See Book Page.

This mortgage is released as the same is hereby released and the  
the note herein described having been paid in full, this mortgage is hereby released and the