

MORTGAGE RECORD 70

Receiving No. 10848

Reg. No. 2436
Fee Paid \$.75

SAUL DOUGLAS STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of
September A. D. 1940, At 10:10 A. M.By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 23rd day of September, 1940, between

F. A. McNish and Ruth Marian McNish, Husband & wife

of Lawrence County, in the State of Douglas of the first part, andof Helen Perryof Douglas County, in the State of Kansas, of the second part:

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

Three Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do
by these presents, grant, bargain, sell and convey unto said parties of the second part, her heirs and assigns, all the following described
Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

"The East One Hundred twenty-five (125) Feet, of
Lot Ten (10) Block Three (3), South Lawrence, an
addition to the City of Lawrence, Kansas."

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or
in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

Said parties of the first part have this day executed and delivered a certain promissory note
to said part y of the second part, for the sum of Three Hundred and no/100 DOLLARS,
bearing even date herewith, payable at Lawrence, Kansas September 23, 1945.

Kansas, to-wit: Harold A. Beck Deputy Register of Deeds
and the said parties of the second part, Harold A. Beck Deputy Register of Deeds
do hereby certify that the same is fully paid.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 900.00 with
interest thereon at the rate of -- per cent, payable -- annually, now if default shall be made in the payment of the amount
secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of
said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for
the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage
and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note
due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all
unpaid installments shall become immediately due and payable, at the option of the part y of the second part or the legal holder of said note -- and
shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Parties of the first part

shall pay or cause to be paid to said part y of the second part, her heirs or assigns, said sum of money in the above described note mentioned,
together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall
remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the
taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by
law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become
due and payable, and said part y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said part y
of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell
and convey the same, that said premises are free and clear of all incumbrances, except mortgage above referred to of \$900 to
Lawrence Building and Loan Association

and that themselves will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against
the lawful claims and demands of all persons whomsoever.

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

ATTEST:

F. A. McNish

Ruth Marian McNish

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 23 day of Sept.

A. D. 1940, before me, C. B. Housford

a Notary Public in and for said County and State, came

F. A. McNish and Ruth Marian McNish his wife

to me personally known to be the same person -- 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 June 26 1945.

C. B. Housford

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 16 day of March 1943

ATTEST:

Helen Perry

THIS MORTGAGE
AND THE NOTE
ON THE ORIGINAL
MORTGAGE
WAS
FILED
IN THE
OFFICE OF THE
REGISTER OF DEEDS
ON THE 25th DAY OF
SEPTEMBER
1940
AT 10:10 A. M.
HAROLD A. BECK
REGISTER OF DEEDS