

MORTGAGE RECORD No. 78

339

Receiving No. 4437

A. L. Carey and his wife (Maude)

TO

The Douglas County Building and Loan Association

State of Kansas,

County of Douglas,

ss.

This instrument was filed for record on the

9th day of June

19 37, at 8:30 o'clock A.M.

Harold A. Beck
Register of Deeds.

Reg. No. 1094
Reg. Fee \$5.00

THIS INDENTURE, Made this 5th day of June, 19 37, by and between
A. L. Carey and Maude Carey, his wife
of Lawrence, Kansas, Mortgagee, and The Douglas County Building and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Two Thousand and no/100 Dollars (\$ 2000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot No. Two Hundred Eleven (211) on Tennessee Street, in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, fixtures and chattels shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Two Thousand and no/100 Dollars (\$ 2000.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5 %) per annum until paid, principal and interest to be paid at the office of The Douglas County Building and Loan Association in Lawrence, Kansas in monthly installments of Fifteen and 82/100 Dollars (\$ 15.82), commencing on the first day of July, 19 37, and on the first day of each month thereafter, until the principal and interest are fully paid, ~~except that the first payment of principal and interest shall be paid on the first day of January, 1938.~~

*The sub. herein described having been paid in full, this mortgage is hereby released and the lien hereby created hereby is withdrawn my self this 27th day of April 1938 by of The Douglas County Building and Loan Association (Corp. Chd.) By *Harold A. Beck* Register of Deeds*

THE RELEASE WAS WRITTEN IN THE ORIGINAL & IS RECORDED IN THE REGISTRY OF DEEDS
Harold A. Beck
Reg. of Deeds