

## MORTGAGE RECORD 82

Receiving No. 4379

Reg. No. 1081

Reg. Fee \$7.50

The World Co., Lawrence, Kansas

FROM

William Frowe and Wife (Mildred J.)

TO

The Douglas County Building and Loan Association.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26th day of May A. D. 1937, At 4:45 P. M.

Harold A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 26th day of May In the year of our Lord nineteen hundred thirty seven between William Frowe and his wife, Mildred J. Frowe

of Lawrence In the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association

of the second part.

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of

Three Thousand and no/100 ----- 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 2 of the second part its 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 West 131.2 feet of Lot No. Six (6) and the North 25 feet of the West 131.2 feet of Lot No. Seven (7) all in Block No. Four (4) in South Lawrence, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of

Three Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2 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 part 2 of the second part its 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2 making such sale, on demand, to said parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

William Frowe (SEAL)

Mildred J. Frowe (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of May

A. D. 1937 before me Pearl Emick a Notary Public in and for said County and State, came William Frowe and his wife, Mildred J. Frowe

(SEAL) to me personally known to be the same person 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 Dec-31 1940 Pearl Emick 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 26th day of May

The Douglas County Building and Loan Association  
Pearl Emick  
Secretary

(corp. seal)

This Release  
was written  
on the original  
Mortgage  
and filed  
this 26th day  
of May  
1937  
Harold A. Beck  
Register of Deeds  
Deputy