

Receiving No. 4597 A

## MORTGAGE RECORD 82

Reg. No. 1135

Fee Paid \$11.25 A

The World Co, Lawrence, Kansas

FROM

Ronald E. Kimber &amp; wife (Minnie Mae)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of July A. D. 1937, At 8:45 A. M.

By

Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 12th day of July in the year of our Lord nineteen hundred thirty seven between Ronald E. Kimber and Minnie Mae Kimber

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

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

Four Thousand Five Hundred 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 2nd. 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:

Beginning at a point in the center line of Warren Street extended West from the City of Lawrence, which is 15.32 chains East and 19.246 chains and 214 feet south of the North West corner of the North West Quarter of Section Thirty Six (36) Township Twelve (12) Range Nineteen (19) thence West along said center line of Warren Street extended 311 feet, thence North 190 feet 10 inches, thence east parallel to said center line of Warren Street extended 275 feet, thence South to said center line of Warren Street extended 190 feet 10 inches, it being the intention to convey a tract 275 feet East and West and 190 feet 10 inches North and South out of the South East corner of what is known as the Hubach Place on West Warren Street, reserving however, a driveway 36 feet wide on the East side of said tract herein conveyed.

with all the appurtenances, and all the estate, title and interest of the said part 1st. 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

Four Thousand Five Hundred 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 2nd. 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 2nd. 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said parties 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

Ronald E. Kimber

(SEAL)

Minnie Mae Kimber

(SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of July

A. D. 1937 before me John C. Enick

a Notary Public in and for said County and State,

came Ronald E. Kimber and his wife, Minnie Mae Kimber

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 January 13th, 1940

John C. Enick

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 3rd day of January A. D. 1938

Attest:

The Douglas County Building and Loan Association  
by Paul Amick  
Secretary

This release was written on the original mortgage

entered this 14th day of January 1938

Reg. of Deeds

Deputy