

The World Co., Lawrence, Kansas

FROM

James Naismith, an unmarried man
TO

Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of
April A. D. 1938, At 9:25 A. M.By Nard A. Beck Register of Deeds.

Deputy.

THIS INDENTURE, Made this 11th day of April in the year of our Lord nineteen hundred
thirty eight between James Naismith an unmarried manof 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 y of the first part, in consideration of the sum of
Seventeen Hundred Fifty and no/100 DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, he s sold and by these presents do as grant, bargain, sell and
Mortgage to the said part y 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:Lot No. Eighteen (18) in Block No. Nine (9) in University Place, an Addition to the City of
Lawrence.with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
party of the first part
do as hereby covenant and agree that at the delivery hereof he is 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
Seventeen Hundred Fifty and no/100 Dollars, according to the terms of
one certain note this day executed and delivered by the said
party of the first part
to the said part y of the second partand 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 con-
veyance 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
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 y making such sale, on demand, to said
party of the first part, his heirs and assignsIN WITNESS WHEREOF, The said part y of the first part has herunto set his hand and seal the day and year
first above written.Signed, sealed and delivered in presence of James Naismith (SEAL)
(SEAL)STATE OF KANSAS,
County of Douglas County, ss. BE IT REMEMBERED, That on this 13th day of April
A. D. 1938 before me Pearl Enick a Notary Public in and for said County and State,
came James Naismith, an unmarried man
(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 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 5th day of June A. D. 1941

Attest: The Douglas County Building and Loan Association
Pearl Enick Secretary
(C. C. L.)This Release
was written
on the original
mortgage
this 6th day
of June
1941
Nard A. Beck
Reg. of Deeds