

## MORTGAGE RECORD 82

Reg. No. 1481 ✓  
Fee Paid \$2.25

Receiving No. 6056

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

June A. D. 1938, At 8:40 A. M.

Wm. H. Brooker and wife (Philomena)  
TO

The Douglas County Building and Loan Association

By Harold A. Erick  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 25th day of May In the year of our Lord nineteen hundred thirty eight between Wm. H. Brooker and his wife, Philomena Brooker

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 parties of the first part, in consideration of the sum of

Nine 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 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. Sixty One (61) on New York Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 193 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

Nine Hundred and no/100

Dollars, according to the terms of

certain note this day executed and delivered by the said

parties of the first part

to the said part Y of the second part.

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 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 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 seals on the day and year first above written.

Signed, sealed and delivered in presence of

Wm. H. Brooker (SEAL)

Philomena Brooker (SEAL)

STATE OF KANSAS,

ss.

County of Douglas, ss. BE IT REMEMBERED, That on this 31st day of May A. D. 1938 before me Pearl Erick a Notary Public in and for said County and State, came Wm. H. Brooker and his wife Philomena Brooker

(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 Erick 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 29th day of February A. D. 1940

Attest: The Douglas County Building and Loan Association  
Pearl Erick  
SecretaryThis Release was written on the original Mortgage entered this 29th day of February 1940  
Harold A. Erick  
Reg. of Deeds.