

MORTGAGE RECORD 82

Reg. No. 1483  
Fee Paid \$8.75.

Receiving No. 6087

The World Co. Lawrence, Kansas

FROM STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the \_\_\_\_\_ day of  
 June A. D. 1938. At 3:15 P.M.  
 \_\_\_\_\_  
 Register of Deeds.  
 Deputy.

TO  
 Esther Rose Tait and hus. (Ralph S.)  
 The Douglas County Building and Loan Association

THIS INDENTURE Made this 11th day of May in the year of our Lord nineteen hundred thirty eight between Esther Rose Tait and her husband, Ralph S. Tait

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 Thirty 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 party 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. Seventeen (17) in Block No. Fifteen (15) in Lane Place Addition in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Thirty Five Hundred and no/100 Dollars, according to the terms of the certain note this day executed and delivered by the said parties of the first part to the said party 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 party 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 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 seals the day and year first above written.  
 Signed, sealed and delivered in presence of  
 Esther Rose Tait (SEAL)  
 Ralph S. Tait (SEAL)

STATE OF KANSAS, ss.  
 County of Douglas County, ss. BE IT REMEMBERED, That on this 31st day of May A. D. 1938 before me the undersigned a Notary Public in and for said County and State, came Esther Rose Tait and her husband, Ralph S. Tait 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 Sept. 21, 1939 M.R. G111 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 12th day of May A. D. 1938  
 Attest:  
 \_\_\_\_\_  
 (Approved) \_\_\_\_\_  
 The Douglas County Building and Loan Association  
 by Pearl Erickson  
 Secretary

This release was written on the original mortgage entered this 11th day of May 1938