

MORTGAGE RECORD 82

Reg. No. 1583
Fee Paid \$7.50

Receiving No. 6489

The World Co. Lawrence, Kansas

FROM

Samuel Hurwitz and wife, (Fannie)
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of
August A. D. 1938, At 8:30 A. M.

The Douglas County Building and Loan Association

By

Deputy.

THIS INDENTURE, Made this 10th day of August in the year of our Lord nineteen hundred
thirty eight between Samuel Hurwitz and wife, Fannie Hurwitzof 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 1st 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 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:

Lot No. Fifty One (51) on Kentucky Street, in the City of Lawrence.

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

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 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 con-
veyance 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 overplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said
parties of the first part, their heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal on this day and year
first above written.

Signed, sealed and delivered in presence of

Samuel Hurwitz (SEAL)

Fannie Hurwitz (SEAL)

STATE OF KANSAS,

ss.

County of Douglas County, BE IT REMEMBERED, That on this 10th day of August

A. D. 1938 before me the undersigned a Notary Public in and for said County and State,

came Samuel Hurwitz and his wife Fannie Hurwitz

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. 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 8th day of January A. D. 1940

Attest:

The Douglas County Building and Loan Association

(Copy Seal)

Pearl Erick

Secretary

This release
was written
on the original
mortgage
1 day
of 1940
H. C. Emick
Reg. of Deeds