

Receiving No. 6625

## MORTGAGE RECORD 82

Reg. No. 1611  
Fee Paid \$7.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

September A. D. 19 38 At 9:05 A. M.

TO

By

Deputy.

THIS INDENTURE, Made this 26th day of August In the year of our Lord nineteen hundred  
Thirty-eight between Everett G. Stith and Lucy M. Stith, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and E. M. Chase Trustee for Allen B. Hughes, Estate, W. A. Rhodes Trustee

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 (\$3000) 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 his 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:

"Lots one (1) and Two (2), less the East one-hundred twenty-five feet thereof,  
in Block 14, Babcocks Enlarged Addition, to the City of Lawrence, Kansas, Also  
Lot Thirty (30) Lindley's Addition to the City of Lawrence, Kansas."

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 \$3000

Dollars, according to the terms of

a 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 1st of the second part  
their 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 parties making such sale, on demand, to said

Parties of the first part their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year  
first above written.

Signed, sealed and delivered in presence of

Everett G. Stith (SEAL)

Lucy M. Stith (SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this 26th day of August  
A. D. 19 38 before me, C. D. Hosford a Notary Public in and for said County and State,  
came Everett G. Stith and Lucy M. Stith, his wife

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 June 26, 19 39 C. D. Hosford 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 16 day of Sept A. D. 1944

Attest:

Ern. Chase Trustee of  
Allen B. Hughes Est.,  
W. A. Rhodes Trustee

This release  
was written  
on the original  
mortgage  
this 30 day  
of Dec  
1944  
Hosford Notary  
Pub. of Kansas