

The World Co. Lawrence, Kansas

FROM

Charles Montgomery & wife (Florence)

TO

The Douglas County Building and Loan Association.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

April A. D. 1939, At 11:00 A. M.

Harold A. Bick

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 5th day of April in the year of our Lord nineteen hundred thirty nine between Charles Montgomery and his wife, Florence Montgomery

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 part 1st of the first part, in consideration of the sum of
 Fifteen Hundred and no/100 ----- DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, ha. yo 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:

The West 300.38 feet of Tract No. One (1) Spalding Subdivision of the North 5 acres of
 the North 15 acres of the West 19 acres of the North West Quarter of the South East
 Quarter of Section No. 6, Township No. 13, Range 20, more particularly described
 as follows: Beginning at a point on the East line of Barker Avenue, 143 feet 10 inches
 South of the North line of the South East Quarter of Section 6, Township 13, Range 20,
 thence East parallel with the North line of said Quarter Section to a point 266 feet
 West of the West line of Learnard Avenue, thence South 94 feet, thence West parallel with
 the North line of said Quarter Section, to the East line of Barker Avenue, thence North
 on the East line of said Barker Avenue to the place of beginning.

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 Fifteen Hundred 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 Y 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 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 ha. yo hereunto set their hand s and seal s the day and year
 first above written.

Signed, sealed and delivered in presence of

Charles Montgomery (SEAL)

Florence Montgomery (SEAL)

STATE OF KANSAS,
 County of Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of April

A. D. 1939 before me the undersigned a Notary Public in and for said County and State,
 came Charles Montgomery and his wife, Florence Montgomery,

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 15th 1940 John C. Enick Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 11th day of September A. D. 1944

(Seal)

The Douglas County Building and Loan Association
 By Paul Enick
 Secretary

This release
 was written
 on the original
 mortgage
 and entered
 this 12th day
 of Sept.
 1944

Harold A. Bick