

Receiving No. 7880 &lt;

## MORTGAGE RECORD 82

Reg. No. 1846 <  
Fee Paid \$6.25

The World Co., Lawrence, Kansas

FROM

Herman B. Chubb and wife, (Julia B.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

April A. D. 1939, At 4:20 P. M.

*Harold A. Back*

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 24th day of April in the year of our Lord nineteen hundred thirty nine between Herman B. Chubb and Julia B. Chubb, husband and wife

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  
 Twenty 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 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:

The North 50 feet of Lot Seven (7) in Block Seven (7) in that part of the City of Lawrence, known as South 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 Twenty Five 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 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 conveyance 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 assigns

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

Signed, sealed and delivered in presence of

Herman B. Chubb (SEAL)

Julia B. Chubb (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of April

A. D. 1939 before me the undersigned

a Notary Public in and for said County and State,

came Herman B. Chubb and his wife, Julia B. Chubb

(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 1940

Pearl Back 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 1st day of May

A. D. 1947

(Carp Seal)

The Douglas County Building and Loan Association  
 by Pearl Back - Secretary

This mortgage was written on the original mortgage

this 1st day of May 1947

Harold A. Back  
 Reg. of Deeds  
 Deputy