

Receiving No. 8056 &lt;

## MORTGAGE RECORD 82

Reg. No. 1931  
Fee Paid \$1.50 <

The World Co., Lawrence, Kansas

FROM

Nellie B. Burton  
TO

L. A. Gorrill

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

June A. D. 1939, At 3:45 P. M.

By *Harold A. Beck*  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 25th day of May In the year of our Lord nineteen hundred thirty-nine between NELLIE B. BURTON, a Widow,

of Lawrence In the County of Douglas and State of Kansas  
of the first part, and L. A. GORRILL

of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Six Hundred Twenty-eight and 90/100 (\$628.90) DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y 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:

"Lot One Hundred Forty-two (142), New Jersey Street in the City of Lawrence, Kansas."

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Nellie B. Burton do. ss. hereby covenant and agree that at the delivery hereof she is 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 \$628.90 Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the said Nellie B. Burton, to the said part Y of the second part L. A. Gorrill, payable in installments.

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 Y of the second part his 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 Nellie B. Burton, her heirs and assigns

IN WITNESS WHEREOF, The said part Y of the first part has herunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Nellie B. Burton (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas, ss.  
A. D. 1939 before me the undersigned a Notary Public in and for said County and State, came Nellie B. Burton

BE IT REMEMBERED, That on this 25th day of May

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 July 25, 1939 John W. Brand 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 14th day of October A. D. 1939

*Lawrence M. Gorrill and  
Helen A. Gorrill, only heirs  
at law, devisees and legates of  
M. A. Gorrill, declared.*

This release was written on the original mortgage and entered this 14th day of October 1939

*Harold A. Beck*  
Reg. of Deeds  
Deputy