

Receiving No. 8162 < **MORTGAGE RECORD 82** Reg. Fee Paid in  
Leavenworth County, Kans.

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of  
July A. D. 1939 At 9:30 A. M.

TO

By

Deputy.

THIS INDENTURE, Made this 7th day of July In the year of our Lord nineteen hundred  
thirty nine between Harry Burn and his wife, Lucy Burn

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 Eighteen Hundred and no/100 DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 North 100 feet of Lots Nos. Six (6), Eight (8) and Ten (10) in Block No. Forty (40)  
in that part of the City of Lawrence, known as West Lawrence, and, also all that tract  
or parcel of land situated in the County of Leavenworth and State of Kansas, described  
as follows to-wit: The North ten acres of the South Sixty acres of the East half of the  
South East Quarter of Section Twenty (20), Township Twelve (12), Range Twenty One (21),  
also one half acre, more or less, in the North Half of the South West Quarter of Section  
Twenty One (21), Township Twelve (12) Range Twenty One (21) lying West of the Tonganoxie &  
Eudora Road, which said one half acre, more or less, is more fully described as follows:  
Commencing at a point 100 rods North of the South West corner of Section Twenty One (21)  
Township Twelve (12) Range Twenty One (21) thence North 20 rods, thence East to the West  
line of the Tonganoxie & Eudora Road, thence South along the West line of said Tonganoxie  
& Eudora Road to a point due East of the point of beginning, thence due West to the place  
of beginning, excepting public highways.

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 Eighteen Hundred and no/100

one certain note Dollars, according to the terms of  
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 party 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 ve hereunto set their hands and seals the day and year  
first above written.

Signed, sealed and delivered in presence of

Harry Burn (SEAL)

Lucy Burn (SEAL)

STATE OF KANSAS,

ss.

County of Douglas, Douglas County, BE IT REMEMBERED, That on this 7th day of July

A. D. 1939 before me the undersigned a Notary Public in and for said County and State,  
came Harry Burn and wife, Lucy Burn

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. Enick 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 27th day of December A. D. 1941

Attest:

*The Douglas County Building and Loan Association*  
*By Pearl Enick*  
*Secretary*

(Corp. Seal)

This Release  
was written  
on the original  
Mortgage  
entered  
this 9th day  
of January  
1941  
at Lawrence,  
Kans.