

MORTGAGE RECORD 82

Receiving No. 8965 <

The World Co., Lawrence, Kansas

FROM

George G. Smith and wife (Myrtle M.)
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
November A. D. 1939, At 1:30 P. M.*Harold A. Beck*
Register of Deeds.
Deputy.Reg. No. 2107 <
Fee Paid \$1.75THIS INDENTURE, Made this 23rd day of October In the year of our Lord nineteen hundred
thirty nine between
George G. Smith and his wife, Myrtle M. Smithof 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

> Seven 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 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:

Lot No. One Hundred Nine (109) on Rhode Island Street, in the City of 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
Seven 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 party 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 assignsIN WITNESS WHEREOF, The said parties of the first part have herunto set their hands and seals the day and year
first above written.

Signed, sealed and delivered in presence of

George G. Smith (SEAL)
Myrtle M. Smith (SEAL)

STATE OF KANSAS,

ss. BE IT REMEMBERED, That on this 6th day of November
A. D. 1939 before me the undersigned a Notary Public in and for said County and State,
cameGeorge G. Smith and wife, Myrtle M. Smith
to me personally known to be the same persons 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 Dec 31 1940 Pearl Erick 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 17th day of June A. D. 1942.

Attest:

The Douglas County Building and Loan Association
Pearl Erick
Secretary
(Copy Seal)This Release
was written
on the original
Mortgage
entered
this 6th day
of November
1939
Harold A. Beck
Reg. of Deeds.