

## MORTGAGE RECORD 82

Receiving No. 9038

The World Co., Lawrence, Kansas

Reg. No. 2128

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Fee Paid \$1.25

Albert H. Brewster and wife (Laura G.)

TO

This instrument was filed for record on the 21 day of

November A. D. 1939, At 2:04 P. M.

*Harold A. Beck*

Register of Deeds.

The Douglas County Building and Loan Association

By

Deputy.

THIS INDENTURE, Made this 15th day of November in the year of our Lord nineteen hundred thirty nine between

Albert H. Brewster and his wife, Laura G. Brewster

of Laurence 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 parties of the first part, in consideration of the sum of

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 party 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:

Lots Nos. Eleven (11), Twelve (12) and Thirteen (13) in Addition No. Six (6) in that part of the City of Lawrence, formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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

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 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 conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Albert H. Brewster

(SEAL)

Laura G. Brewster

(SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 21st day of November

A. D. 19 39 before me the undersigned a Notary Public in and for said County and State, came Albert H. Brewster and his wife Laura G. Brewster 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, 19 40 John C. Elick 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 24th day of July A. D. 19 43.

Attest:

(Comp Seal)

The Douglas County Building and Loan Association  
by *Paula Christ* Secretary

this Release  
was written  
on the original  
Mortgage as  
entered  
this 6th day  
of July 1939

*Harold A. Beck*  
Reg. of Deeds  
Lawrence, Kansas  
Deputy