

## MORTGAGE RECORD 82

Receiving No. 9602 &lt;

The World Co. Lawrence, Kansas

Reg. No. 2212

Fee Paid \$5.00

FROM

Mary V. Sherman &amp; hus. (Harold W.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

March A.D. 1940, At 2:10 P.M.

By Nard A. Beck Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 13th day of March In the year of our Lord nineteen hundred forty between

Mary V. Sherman and her husband, Harold W. Sherman

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

Two Thousand 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:

Commencing at the South West corner of Reserve No. Three (3) in the City of Lawrence, thence running North 100 feet, thence East 100 feet, thence South 100 feet, thence West 100 feet to the place of beginning, and, Beginning at a point on the Kansas River where the North line of Reserve No. Three (3) in the City of Lawrence intersects said river, thence West on the said North line of said Reserve No. Three (3) to the East line of Ohio Street, thence South on the said East line of Ohio Street, 200 feet, thence East 100 feet, thence North 30 degrees East to the Kansas River, thence up said river to the place of beginning, less the railroad right of way, all in the City of 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 seised 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 Two Thousand 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

Mary V. Sherman (SEAL)

Harold W. Sherman (SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 13th day of March

A. D. 1940 before me the undersigned a Notary Public in and for said County and State, came Mary V. Sherman and her husband, Harold W. Sherman

(SEAL) to me personally known to be the same persons 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 September 21 1943 M. R. Gill 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 14th day of May A.D. 1941

Attest: The Douglas County Building and Loan Association  
By Oscar Conick Secretary  
(Copy Seal)

This Release was written on the original mortgage entered on this day of May 1941  
Nard A. Beck  
Reg. of Deeds