

## MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of March A. D. 1940. At 3:20 P. M.

Harold R. Gill

Register of Deeds.

Deputy.

The Douglas County Building and Loan Association

By

THIS INDENTURE, Made this 18th day of March In the year of our Lord nineteen hundred forty between

Clarence Miller and his wife, Evelyn Miller

of Lawrence in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association

WITNESSETH, That the said part of the first part, in consideration of the sum of

One 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:

Lot No. Twelve (12) in Block No. Seventeen (17) in Eabcock's Enlarged  
Addition to 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 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

One 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 surplus, 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

Clarence Miller

(SEAL)

Evelyn Miller

(SEAL)

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 19th day of March

A. D. 1940 before me the undersigned

Notary Public in and for said County and State,

came Clarence Miller and his wife, Evelyn Miller

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 Sept 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.

Attest:

As Witness my hand, this 16th day of February A. D. 1945

(Comp. Seal)

The Douglas County Building and Loan Association  
by Earl Emick  
Secretary

This mortgage was recorded on the original mortgage entered into the day of February 1945  
Harold R. Gill  
Reg. of Deeds