

MORTGAGE RECORD 87

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The World Co., Lawrence, Kansas

FROM
William Frowe and his wife Mildred J.
TO
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 11th day of May A.D., 1940, At 11:20 A.M.
By Harold A. Beck Register of Deeds.
Deputy.

Reg. No. 2271
Fee Paid \$7.50

THIS INDENTURE, Made this 27th day of March in the year of our Lord nineteen hundred forty between William Frowe and his wife, Mildred J. Frowe 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 Three 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:

The South 50 feet of the West 131.2 feet of Lot No. Seven (7) and the West 131.2 feet of the North 10 feet of Lot No. Eight (8) all in Block No. Four (4) in South Lawrence, an 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 Three 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

William Frowe (SEAL)
Mildred J. Frowe (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 11th day of May A.D. 1940 before me the undersigned a Notary Public in and for said County and State, came William Frowe and his wife Mildred J. Frowe

(SEAL) to me personally known to be the same person 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 by official seal on the day and year last above written.

My Commission expires Dec. 13 1940 Pearl 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 13th day of April A.D. 1940

Attest:

(Copy Seal)

The Douglas County Building and Loan Association
By Pearl Enick Secretary

This release was written on the original mortgage entered this 13th day of April 1940
Harold A. Beck
Reg. of Deeds