

MORTGAGE RECORD 87

9

The World Co., Lawrence, Kansas

FROM

Emil Borer and his wife (Maggie M.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

May

A.D., 1940, At

8:21

A. M.

Reg. No. 2285

Fee Paid \$1.50

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 23rd day of May in the year of our Lord nineteen hundred forty between

Emil Borer and his wife, Maggie M. Borer

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

Six 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:

Part of the Northwest Quarter of Section Twenty Nine (29), Township Twelve (12) Range Twenty (20) East of the 6th P.M. Beginning 60 feet East of the West line of said Quarter Section at a point on the South line of Locust Street in that part of the City of Lawrence, formerly known as North Lawrence, thence South 125 feet, thence East 60 feet, thence North 125 feet, thence West along south side of Locust Street 60 feet to the place of beginning.

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

Six 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 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

Emil Borer

(SEAL)

Maggie M. Borer

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County,

BE IT REMEMBERED, That on this 23rd day of May

A.D. 1940 before me the undersigned

a Notary Public in and for said County and State,

came Emil Borer and his wife, Maggie M. Borer

(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 by official seal on the day and year last above written.

My Commission expires January 13th, 1944

John C. 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 23rd day of March A.D. 1940.

Attest:

(Corp. Seal)

The Douglas County Building and Loan Association
by Carl Enick
Secretary

This release
was written
on the original
mortgage
entered
on the 23rd day
of March
1940
by Carl Enick
Notary Public