

## MORTGAGE RECORD 87

Reg. No. 2331 <  
Fee Paid \$2.25

The World Co., Lawrence, Kansas

FROM  
Murl Dunn Phillips & hus. (Oliver Gooch) and  
J. Bruce Dunn and wife (Theresa Benzick)  
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of  
July A.D. 1940, At 11:40 A. M

*Harold A. Beck*  
Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 5th day of July in the year of our Lord nineteen hundred  
forty between Murl Dunn Phillips and her husband, Oliver Gooch Phillips;  
and J. Bruce Dunn and his wife Theresa Benzick Dunn

of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
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  
Nine Hundred Fifty 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 part y 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:

Beginning at a point in Locust Street in North Lawrence, 20 rods South and 39 rods  
6 1/2 feet East of the North West corner of the North West Quarter of the South West  
fractional Quarter of Section Twenty Nine (29) Township Twelve (12), Range Twenty (20),  
thence West 120 feet, thence North 10 rods, thence East 120 feet, thence South 10 rods  
to the place of beginning, all 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  
Nine Hundred Fifty 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 part y 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 part y 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, to-  
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part y 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 hand s and seal s the day and  
year first above written.

Signed, sealed and delivered in presence of

Murl Dunn Phillips  
Oliver Gooch Phillips  
J. Bruce Dunn (SEAL)  
Theresa Benzick Dunn (SEAL)

STATE OF KANSAS, } ss.  
County of Jackson County, }  
A.D. 1940 before me the undersigned a Notary Public in and for said County and State,  
came Murl Dunn Phillips Oliver Gooch Phillips, J. Bruce Dunn, Theresa Benzick Dunn

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-  
edged the execution of the same.  
(SEAL) 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 Sept. 1, 1941 Florence E. Martin 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 October A.D. 1942.

Attest:

(Corp Seal)

The Douglas County Building and Loan Association  
by Pearl Enrick  
Secretary.

This release  
was written  
on the original  
mortgage  
entered  
this 24th day  
of October  
1942

*Harold A. Beck*  
Register of Deeds