

# MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of

July A.D. 1940, At 1:30 P. M.

Register of Deeds.

By Deputy.

TO

THIS INDENTURE, Made this thirteenth day of July in the year of our Lord nineteen hundred

forty between

Eva E Gaskill and Terry Gaskill, her husband

of Lawrence in the County of Douglas and State of Kansas

of the first part, and May Belle Reeder

of the second part.

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

Five 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 her 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 One hundred forty one (141) on New York Street, 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 owners 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

Five hundred Dollars, according to the terms of

one certain note this day executed and delivered by the said

Eva E Gaskill and Terry Gaskill, her husband

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 her 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 Eva E Gaskill and Terry Gaskill, her husband 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 Eva E Gaskill (SEAL)

Terry Gaskill (SEAL)

STATE OF KANSAS,

DOUGLAS County, ss.

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

A.D. 1940 before me I C Stevenson a Notary Public in and for said County and State,

came Eva E Gaskill and Terry Gaskill, her husband

to me personally known to be the same persons 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 by official seal on the day and year last above written.

My Commission expires October 18 1940 I. C. Stevenson 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 20 day of Nov. A.D. 1942

Attest: May Belle Reeder

This Release was written on the original Mortgage and entered this 20th day of November 1942  
H. Gaskill  
Reg. of Deeds.