

The World Co., Lawrence, Kansas

FROM \_\_\_\_\_  
TO \_\_\_\_\_

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 23 day of  
September A.D. 1940, At 3:35 P.M.  
Harold A. Beak  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 21st day of September in the year of our Lord nineteen hundred  
and forty (1940) between  
Arthur Fritzel and Minnie Fritzel, his wife,  
of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Glen Allen  
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
FiftyEightHundredandno/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 his 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 West Forty (40) feet of Lot No. Thirty five (35)  
and the East Thirty Five (35) feet of Lot No. Thirty  
Seven (37) on Pinekney Street, in the City of Lawrence,  
Douglas County, Kansas.

(Insurance in the sum of \$5000.00 against fire and tornado shall be carried in some good and  
reliable Insurance Company.)

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  
\$5800.00 Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
Arthur Fritzel and Minnie Fritzel, his wife,  
to the said party of the second part said note drawing interest at 6% from date-interest payable each  
thirty days, due in three years.

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 his 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 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 Arthur Fritzel (SEAL)  
Minnie Fritzel (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas County, }  
A.D. 1940 before me F.C. Whipple a Notary Public in and for said County and State,  
came Arthur Fritzel and Minnie Fritzel, his wife,  
to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-  
(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 Jan. 27 1943 F.C. Whipple 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 19 day of Jan A.D. 1940  
Attest: Glen Allen

This release  
was written  
on the original  
mortgage  
entered  
the day  
of Jan  
1940

Harold A. Beak  
Register of Deeds  
Deputy