

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

October A.D. 1940, At 4.35 P. M

Harold A. Beck
Register of Deeds.

By Deputy.

TO

THIS INDENTURE, Made this 1st day of September in the year of our Lord nineteen hundred and forty between

A. R. McDUFF and ESTELLA McDUFF, his wife

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and M. A. GORRILL

of the second part.

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

FIVE HUNDRED AND NO/100 - - (\$500.00) - - DOLLARS - - - - - 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:

Lot No. Seven (7) in Sinclair's Subdivision 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

A. R. McDuff and Estella McDuff, his wife

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 (\$500.00) - - - - - Dollars, according to the terms of

one certain Promissory Note this day executed and delivered by the said

A. R. McDuff and Estella McDuff, his wife

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, 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, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said A. R. McDuff and Estella McDuff, 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

A R McDuff (SEAL)

Estella McDuff (SEAL)

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 1st day of October

A.D. 1940 before me Pauline Ulrich

a Notary Public in and for said County and State,

came A. R. McDuff and Estella McDuff, his wife,

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 September 25 1943

Pauline Ulrich

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 14th day of October

A.D. 1941

Attest:

M. A. Gorrill

This Release
was written
on the original
Mortgage
entered
this 12th day
of October
1941
Harold A. Beck
Reg. of Deeds.