

Receiving No. 10946

MORTGAGE RECORD 87

Reg. No. 2452
Fee Paid \$4.25

The World Co., Lawrence, Kansas

FROM

Lewis E. Howard and wife (Edith V.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

October A.D. 1940, At 10:45 A. M.

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 28th day of September in the year of our Lord nineteen hundred forty between Lewis E. Howard and his wife, Edith V. Howard

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
Seventeen 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 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:Lot No. Eighty Four (84) in Block No. Nineteen (19) in that part of the City of
Lawrence, known as West Lawrence.STATE OF KANSAS,
Douglas County, ss.BE IT REMEMBERED, That on this 9th day of October A. D. 1940 before me, the undersigned,
a Notary Public in and for said County and State, came Edith V. Howard, wife of Lewis E. Howard
to me personally known to be the same person 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 my official seal on
the day and year last above written.

(SEAL) My Commission Expires January 13th 1944

John C. Emick
Notary Public.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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of
Seventeen 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 part y of the second partand 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 assignsIN 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 Lewis E. Howard (SEAL)
Edith V. Howard (SEAL)STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 28th day of September
A.D. 1940 before me the undersigned a Notary Public in and for said County and State,
came Lewis E. Howard husband of Edith V. Howard
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 January 13th, 1944 John C. Emick 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 12th day of January A.D. 1946.

Attest:

(corp. seal)

The Douglas County Building and Loan Association
Pearl Emick
SecretaryThis release
was written
on the original
mortgage
entered
this 7 day
of Jan
1946Harold A. Beck
Reg. of Deeds
Vivian E. Emick
Deputy