

## MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

William Frowe and wife (Mildred J.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

October A.D., 1940, At 4:00 P.M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 22nd day of October in the year of our Lord nineteen hundred forty between

William Frowe and his wife, Mildred J. Frowe

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

Four 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 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:

The South 50 feet of the West 131.2 feet of Lot No. Seven (7)  
and the West 131.2 feet of the North 10 feet of Lot No. Eight  
(8) all in Block No. Four (4) in South Lawrence, an Addition to  
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 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

Four 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 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 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, 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 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

William Frowe (SEAL)

Mildred J. Frowe (SEAL)

STATE OF KANSAS,

ss.

County of Douglas County

BE IT REMEMBERED, That on this 22nd day of October

A.D. 1940 before me the undersigned

a Notary Public in and for said County and State,

came William Frowe and his wife Mildred J. Frowe

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 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 24th day of August A.D. 1942

Attest:

The Douglas County Building and Loan Association

By Pearl Emick  
Secretary

(Corp. Seal)

This Release  
was written  
in the original  
Mortgage.

entered  
this 24th day  
of August  
1942

Harold A. Beck  
Reg. of Deeds