

MORTGAGE RECORD 87

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of
November A.D. 1940, At 1:20 P.M.

TO

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 30th day of November in the year of our Lord nineteen hundred
forty (1940) between

Alma E. Newhouse, a widow

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. C. Hemphill

of the second part.

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

FIFTEEN HUNDRED

DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

All of Lot #114 on Tennessee Street in the City of Lawrence.

Party of the first part herein is to maintain fire and tornado insurance on the improvements
on the above property in a sufficient amount - not less than \$1500 - to protect the investment
of party of second part under this mortgage.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Alma E. Newhouse

does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted,
and seized of a good and indefensible 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

FIFTEEN HUNDRED

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

Alma E. Newhouse

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, 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, or
default, to said Alma E. Newhouse, her heirs and assignsIN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and
year first above written.

Signed, sealed and delivered in presence of

Alma E Newhouse

(SEAL)

R E Melvin

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County, BE IT REMEMBERED, That on this 30th day of November
A.D. 1940 before me, R. E. Melvin, a Notary Public in and for said County and State,
came Alma E. Newhouse, a widowto 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 April 5, 1942. 19 R. E. Melvin 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 10th day of August A.D. 1943

Attest:

J. C. Hemphill

This Release
was written
on the original
Mortgage
entered
this 10th day
of August
1943Harold A. Beck
Reg. of Deeds.