

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM
Charles Montgomery & wife Florence Montgomery
TO
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 11th day of
December A.D., 1940, At 2:45 P.M.
Harold A. Beck
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 10th day of December in the year of our Lord nineteen hundred
forty between
Charles Montgomery and his wife, Florence Montgomery
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
Two 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 West 300.38 feet of Tract No. One (1) Spalding Subdivision of the North 5 acres of the
North 15 acres of the West 19 acres of the North West Quarter of the South East Quarter of
Section No. 6, Township No. 13, Range 20, more particularly described as follows: Beginning
at a point on the East line of Barker Avenue, 143 feet 10 inches South of the North line of
the South East Quarter of Section 6, Township 13, Range 20, thence East parallel with the
North line of said Quarter Section to a point 266 feet West of the West line of Learnard
Avenue, thence South 94 feet, thence West parallel with the North line of said Quarter Sec-
tion to the East line of Barker Avenue, thence North on the East line of said Barker Avenue
to the place of beginning.

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
Two 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, 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 Chas. Montgomery (SEAL)
Florence Montgomery (SEAL)

STATE OF KANSAS, } ss.
County of Douglas County, } BE IT REMEMBERED, That on this 11th day of December
A.D. 1940 before me the undersigned a Notary Public in and for said County and State,
came Charles Montgomery and his wife, Florence Montgomery

(SEAL) to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
edged the execution of the same.
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 Dec 31 1940 Pearl 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 30th day of July A.D. 1943

Attest:

(Large Seal)

The Douglas County Building & Loan Association
by Pearl Emick Secretary

This Release
was written
on the original
Mortgage
C. entered
the 21st day
of July
1943
Harold A. Beck
Reg. of Deeds.
Douglas Co.