

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM
J. Withers and wife (Louise)
 TO
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 14 day of
December A.D., 1940, At 9:50 A.M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 13th day of December in the year of our Lord nineteen hundred
forty between
J. Withers and his wife, Louise Withers
 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 Thousand 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:

Lot No. Seventy Two (72) in Fair Grounds 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
Two Thousand 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 J Withers (SEAL)
Luise Withers (SEAL)

STATE OF KANSAS, }
 County of Douglas County, } ss. BE IT REMEMBERED, That on this 13th day of December
 A.D. 1940 before me the undersigned a Notary Public in and for said County and State,
 came J. Withers and his wife, Louise Withers

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.
 (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 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 15th day of March A.D. 1941

Attest:
(Corp. Seal) The Douglas County Building and Loan Association
By Pearl Emick
Secretary

This instrument
 was written
 on the original
 Mortgage
 entered
 this 14th day
 of March
 1940
Harold A. Beck
 Reg. of Deeds.