

## MORTGAGE RECORD 87

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The World Co., Lawrence, Kansas

FROM

Nettie E. Hegeman &amp; hus (Lee H.)

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 2.00 P.M.Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 14th day of December in the year of our Lord nineteen hundred  
forty between

Nettie E. Hegeman and her husband, Lee H. Hegeman

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  
Three Hundred Fifty 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. One Hundred Sixty Five (165) in Addition No. Two (2)  
in that part of the City of Lawrence, formerly known as North  
Lawrence, in Douglas County, Kansas.

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  
Three Hundred Fifty 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 Nettie E. Hegeman (SEAL)  
Lee H. Hegeman (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas County, } BE IT REMEMBERED, That on this 14th day of December  
A.D. 1940 before me the undersigned a Notary Public in and for said County and State,  
came Nettie E. Hegeman and her husband, Lee H. Hegeman

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 31st 1940 Pearl Enick 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 November A.D. 1941

Attest:

(Corp. Seal)

The Douglas County Building and  
Loan Association  
Pearl Enick  
Secretary

This Release  
was written  
on the original  
Mortgage &  
entered  
this 12th day  
of December  
1941  
Harold A. Beck  
Reg. of Deeds.