

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

Myrtle Burns, single,

TO

William A. Burns

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

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

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 21st day of February in the year of our Lord nineteen hundred and forty (1940) between

Myrtle Burns, single

of Lawrence in the County of Douglas and State of Kansas
of the first part, and William A. Burns

of the second part.

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

Four hundred and no/100 - - - - - 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:

Lot No. Eighty Seven (87) on Connecticut
Street in the City of Lawrence, Douglas
County, Kansas.

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

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 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 (\$400) Dollars, according to the terms of

one certain note this day executed and delivered by the said

party of the first part, Myrtle Burns,

to the said party of the second part William A. Burns

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, 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 party of the first part her heirs and assigns

IN 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

Myrtle Burns

(SEAL)

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County,

BE IT REMEMBERED, That on this 21st day of February

A.D. 1940 before me Ruth Christianson

a Notary Public in and for said County and State,

came Myrtle Burns, single,

to me personally known to be the same person 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 May 28th 1941

Ruth Christianson

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 day of A.D. 19

Attest: