

Receiving No. 11333 <

MORTGAGE RECORD 87

Reg. No. 2538

Fee Paid \$.50 <

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

January A.D. 1941, At 9:45 A.M.

TO

Harold D. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 9th day of January in the year of our Lord nineteen hundred Forty one between

Eva Mintier and Harry W. Mintier her husband

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Lea Shultz

of the second part.

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

Two Hundred ----- 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 her 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 South Twenty (20) feet of Lot No. Forty one (41) and
all of Lot. No. Forty three (43) on Connecticut Street,
Lawrence, Kansas.

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

Eva Mintier and Harry W. Mintier her husband

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 except one First Mortgage to George J. Shultz dated April 6 1940, Said Mortgage being of Record on Page 631 Book 82

This grant is intended as a mortgage to secure the payment of the sum of

Two Hundred ----- Dollars, according to the terms of

one certain Note this day executed and delivered by the said

Eva Mintier and Harry W. Mintier her husband

to the said party of the second part Lea Shultz

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 her 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 Eva Mintier and Harry W. Mintier her husband their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand -- and seal -- the day and year first above written.

Signed, sealed and delivered in presence of

Eva Mintier

(SEAL)

Harry W Mintier

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County

BE IT REMEMBERED, That on this 9th day of January

A.D. 1941 before me

Frank Fox

a Notary Public in and for said County and State,

came Eva Mintier and Harry W. Mintier her husband

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 July 7 1944

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Frank Fox

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 4th day of August A.D. 1943

Attest:

Lea Shultz

This Release
was written
in the original
Mortgage
entered
the 4th day
of August
1943
Harold D. Beck
Reg. of Deeds.