

Receiving No. 11361

MORTGAGE RECORD 87

Reg. No. 2548  
Fee Paid \$1.50

The World Co., Lawrence, Kansas

FROM

James J. Brooks & wife (Gladys O.)  
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of January A.D. 1941, At 2:00 P. M.

*Ward A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 3rd day of January in the year of our Lord nineteen hundred forty one between James J. Brooks and his wife, Gladys O. Brooks

of in the County of and State of 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 Six 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:

Lot No. Three (3) in Block No. Twenty Seven (27) in Quivera Place, an Addition to the City of Lawrence.

STATE OF NEW YORK,  
COUNTY OF SULLIVAN) ss

I, J. Bruce Lindsley, Clerk of the Supreme Court of the State of New York in and for said county, the same being a Court of Record, do hereby certify that William G. Costa before whom the annexed proof or acknowledgment was made, was at the time of taking the same a Notary Public in and for said County and State and duly authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments in said State of New York, And further, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to the certificate of proof or acknowledgment is genuine.

Witness my hand and seal of said court this 14 day of Jan 1941  
(OFFICIAL SEAL)

J. Bruce Lindsley Clerk

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 Six 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, 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 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 James J. Brooks (SEAL)  
Gladys O. Brooks (SEAL)

STATE OF NEW YORK  
County of Sullivan, ss. BE IT REMEMBERED, That on this 14th day of January A.D. 1941 before me the undersigned a Notary Public in and for said County and State, came James J. Brooks and his wife, Gladys O. Brooks

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 March 31 1942 William G. Costa 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 18th day of September A.D. 1942

Attest: The Douglas County Building and Loan Association  
(Corp Seal) by Earl Emick Secretary

This Release was written on the original Mortgage entered this 18th day of September 1942  
Ward A. Beck  
Reg. of Deeds.