

Receiving No. 11523

MORTGAGE RECORD 87

Reg. No. 2580
Fee Paid \$9.50

The World Co., Lawrence, Kansas

FROM

Mary V. Sherman & hus. (Harold W.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

February A.D., 1941, At 3:15 P. M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 20th day of February in the year of our Lord nineteen hundred forty one between

Mary V. Sherman and her husband, Harold W. Sherman

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 part 1st of the first part, in consideration of the sum of
 Thirty Eight 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 part 2nd 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:

Commencing at the South West corner of Reserve No. Three (3) in the City of Lawrence,
 thence running North 100 feet, thence East 100 feet, thence South 100 feet, thence West
 100 feet to the place of beginning, and, Beginning at a point on the Kansas River where
 the North line of Reserve No. Three (3) in the City of Lawrence, intersects said river,
 thence West on the said North line of said Reserve No. Three (3) to the East line of
 Ohio Street, thence South on the said East line of Ohio Street, 200 feet, thence East
 100 feet, thence North 30 degrees, East to the Kansas River, thence up said river to the
 place of beginning, less the railroad right of way, all in 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
 Thirty Eight 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 part 2nd 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 part 2nd 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 part 1st 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

Mary V. Sherman (SEAL)

Harold W. Sherman (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas County }
 A.D. 1941 before me the undersigned a Notary Public in and for said County and State,
 came Mary V. Sherman and her husband, Harold W. Sherman

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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year
 last above written.

(SEAL) My Commission expires Sept. 21 1943 M. R. Gill 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 24 day of April A.D. 1950

Attest:

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

This release
 was written
 on the original
 mortgage

entered
 this 24 day
 of April
 1950

Harold W. Sherman
 Reg. of Deeds

Deputy