

The World Co., Lawrence, Kansas

FROM

Chester B. Cunningham & wife (Helen Bixby)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of February A.D. 1941, At 4:05 P.M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 18th day of February in the year of our Lord nineteen hundred forty-one between
 Chester B. Cunningham and his wife, Helen Bixby Cunningham

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 Twenty One 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:

Lots Nos. Sixteen (16) and Seventeen (17) and the East five (5) feet of Lot No. Fifteen (15) all in Fort Thacher Place, an Addition to the City of Lawrence, otherwise described as follows: Beginning at a point 205 feet West of the South West corner of Babcock's Addition to the City of Lawrence, thence North 72 feet, more or less to the South line of Edgell Road, thence Northeasterly along the South line of Edgell Road to a point where the said Edgell Road intersects the North line of said Lot No. Seventeen (17) in Fort Thacher Place, thence East on the North line of said Lot No. Seventeen (17) in Fort Thacher Place to the North East corner of said Lot, thence South 117 feet, more or less, to the South East corner of said lot, which point is 100 feet West of the South West corner of said Babcock's Addition to the City of Lawrence, thence West 105 feet to the place of beginning. Also the right of ingress and egress over and upon the following described real estate: Beginning at a point on the South line of Edgell Road 223 feet West of the West line of Babcock's Addition to the City of Lawrence, Kansas, thence South 6 feet, thence East 18 feet, thence North to the South line of Edgell Road, thence Southwesterly along the South line of Edgell Road, to the place of beginning.

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 Twenty One 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

Chester B. Cunningham (SEAL)

Helen Bixby Cunningham (SEAL)

STATE OF KANSAS,

ss.

County of Douglas County, BE IT REMEMBERED, That on this 24th day of February A.D. 1941 before me the undersigned a Notary Public in and for said County and State, came Chester B. Cunningham and his wife, Helen Bixby Cunningham

to me personally known to be the same persons 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 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 24th day of March A.D. 1944.

Attest:

The Douglas County Building and Loan Association
 by Fred Smith Secretary

(Copy, Seal)

This Release
 was written
 on the original
 mortgage
 entered
 day
 of
 1944
 by
 Fred Smith
 Notary Public