

MORTGAGE RECORD 87

The World Co, Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

April A.D., 1941, At 4:50 P. M.

TO

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 29th day of March in the year of our Lord nineteen hundred and forty-one between

Cordelia Mitchell as guardian of the persons and estates of Daniel A. Mitchell and Thomas H. Mitchell, minors,

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 party of the first part, in consideration of the sum of One hundred fifty - - - - - 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 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:

The undivided one-fourth interest in and to Lot No. One Hundred Twenty Eight (128) on New York street in the City of Lawrence.

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

do 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 One Hundred Fifty and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party 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 party of the first part, her successors 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 the same being done as the guardian of the persons and estates of Daniel A. Mitchell and Thomas H. Mitchell, minors.

Cordelia Mitchell (SEAL)

Guardian of the persons and estates of Daniel A. Mitchell and Thomas H. Mitchell, minors. (SEAL)

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 2nd day of April

A.D. 1941 before me Alice Branam a Notary Public in and for said County and State, came Cordelia Mitchell as guardian of the persons and estates of Thomas H. Mitchell and Daniel A. Mitchell, minors

(SEAL)

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

My Commission expires May 12 1941. Alice Branam Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 29th day of May A.D. 1941

The Douglas County Building and Loan Association

(Corp. Seal)

by Earl E. Smith
Secretary

This release was written on the original mortgage entered this 31 day of May 1941
Harold A. Beck
Reg. of Deeds