

The World Co. Lawrence, Kansas

FROM

F. W. DeWeese and wife (Mabel)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

June A.D., 1941, At 8:55 A. M

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 16th day of June in the year of our Lord nineteen hundred forty one between

F. W. DeWeese and his wife, Mabel DeWeese

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 Seventy Five 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. One Hundred Thirty Eight (138), One Hundred Forty (140) and One Hundred Forty Two (142) on Elm Street in Block No. Three (3) in that part of the City of Lawrence, known as North 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 Seventy Five 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

F. W. DeWeese (SEAL)

Mabel DeWeese (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 16th day of June

A.D. 1941 before me the undersigned a Notary Public in and for said County and State,

came F. W. DeWeese and his wife Mabel DeWeese

(SEAL) to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My Commission expires January 13th 1944 John C. Emick 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 29th day of January A.D. 1946

Attest:

(Corp. Seal)

The Douglas County Building and Loan Association
by Harold Beck Secretary

This release
was written
on the original
mortgage

entered
this 24 day
of Jan.
1946

Harold A. Beck
Reg. of Deeds
Deputy