

Receiving No. 12250

## MORTGAGE RECORD 87

Reg. No. 2716

Fee Paid \$9.25

The World Co., Lawrence, Kansas

FROM  
Henry A. Shenk and his wife, Katherine Shenk,  
and Edwards L. Frick, a widower  
TO  
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 14 day of  
July A.D. 1941, At 4:00 P. M.  
*Harold A. Beck*  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 5th day of July in the year of our Lord nineteen hundred  
forty one between  
Henry A. Shenk and his wife, Katherine Shenk, and Edwards L. Frick, a widower  
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  
Thirty Seven Hundred Fifty 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 Fifty Nine (159) and One Hundred Sixty One (161) on Kentucky Street,  
in the City of Lawrence.

STATE OF Okla. )  
Tulsa County, ) ss.

BE IT REMEMBERED, That on this 12 day of July A. D. 1941 before me, J. R. Cobb, a Notary  
Public in and for said County and State, came Edwards L. Frick 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 my official seal on the  
day and year last above written.

(SEAL) My Commission Expires Feb. 25, 1942

J. R. Cobb  
Notary Public

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 Seven Hundred Fifty 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, to-  
gether 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

Henry A. Shenk (SEAL)  
Katherine Shenk  
Edwards L. Frick (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas } BE IT REMEMBERED, That on this -- day of July  
A.D. 1941 before me the undersigned a Notary Public in and for said County and State,  
came Henry A. Shenk and his wife, Katherine Shenk,  
to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-  
(SEAL) 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.  
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 16th day of April A.D. 1946

Attest:

*The Douglas County Building and Loan Association*  
*(Copy Seal)* By *Carl Enick*  
Secretary

This release  
was written  
on the original  
mortgage  
entered  
this 17 day  
of June  
1946  
*Harold A. Beck*  
Reg. of Deeds