

Receiving No. 12676

## MORTGAGE RECORD 87

Reg. No. 2799  
Fee Paid \$.75

The World Co., Lawrence, Kansas

FROM

C. B. Cunningham &amp; 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 29 day of  
September A.D., 1941, At 10 00 A.M.Ward A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 9th day of September in the year of our Lord nineteen hundred  
forty one between

C. 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

Three Hundred Twenty 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. 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 Edgehill Road, thence North-  
easterly along the South line of Edgehill Road to a point where the said Edgehill 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 Edgehill 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 Edgehill Road, thence Southwesterly along the  
South line of Edgehill 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 indefensible 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

Three Hundred Twenty 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, 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

Chester B Cunningham

(SEAL)

Helen Bixby Cunningham

(SEAL)

STATE OF KANSAS,

County of Douglas County

ss.

BE IT REMEMBERED, That on this 27th day of September

A.D. 1941 before me the undersigned a Notary Public in and for said County and State,  
came C. B. Cunningham and his wife, Helen Bixby Cunninghamto me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowl-  
edged 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 Dec 31, 1944

Pearl Emick

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 1st day of March A.D. 1944

The Douglas County Building and Loan Association  
By Pearl Emick  
Register

This Release  
was written  
on the original  
Mortgage  
entered  
this day  
of March  
1944  
Ward A. Beck  
Reg. of Deeds