

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

January A.D. 1942, At 11:58 A.M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 24th day of January in the year of our Lord nineteen hundred Forty-two between

Miss Lottie McCann

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. H. Kelsey

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of

Five Hundred and 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 his 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 North Sixty (60) Acres of the Northeast Quarter (NE $\frac{1}{4}$) of
Section Thirty-two (32), Township Twelve (12), Range Eighteen
(18), in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Miss Lottie McCann

does 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

Five Hundred and fifty and no/100

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Miss Lottie McCann

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 his 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 Miss Lottie McCann her heirs 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.

Signed, sealed and delivered in presence of

Miss Lottie McCann

(SEAL)

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas County,

BE IT REMEMBERED, That on this 24th day of January

A.D. 1942 before me

Snowdie M. McNamara

a Notary Public in and for said County and State,

came Miss Lottie McCann

to me personally known to be the same person 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 May 2nd,

1945.

Snowdie M. McNamara

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 15th day of February A.D. 1945.

Attest:

Quinn Lowell Stimpson
Adm'r. Estate J. H. Kelsey

This release
was written
on the original
mortgage

entered
this 15 day
of February
1945

Harold A. Beck
Reg. of Deeds