

Receiving No. 13383

## MORTGAGE RECORD 87

Reg. No. 2936

Fees \$2.75

The World Co., Lawrence, Kansas

FROM

Ed McCoy and his wife, Ella May McCoy

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of

March A.D. 1942, At 3:00: P.M. M

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 11th day of March in the year of our Lord nineteen hundred  
 forty-two between Ed McCoy and his wife, Ella May McCoy

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

Eleven Hundred Fifty and no/100

DOLLARS

to then 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:

The North 40 feet of Lot No. One Hundred Eight (108) on New Jersey Street in the City

of 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

Eleven 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 seal the day and  
 year first above written.

Signed, sealed and delivered in presence of

Ella May McCoy

(SEAL)

Ed McCoy

(SEAL)

STATE OF KANSAS,

DOUGLAS County

ss.

BE IT REMEMBERED, That on this 14th day of March

A.D. 1942 before me the undersigned

a Notary Public in and for said County and State,

came Ed McCoy and his wife, Ella May McCoy

to me personally known to be the same persons 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 September 21, 1943

19 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 14th day of December A.D. 1942

Attest:

The Douglas County Building and Loan Association

(Corp. Seal)

By Earl Ennick  
 Secretary

Release  
 as written  
 of the original  
 Mortgage  
 entered  
 this 17th day  
 of December  
 1942  
 H. D. Beck  
 Reg. of Deeds.