

## MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

B. C. Montgomery and wife, (D.L.)

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of

April A.D., 1942, At 10:20 A. M.

*Harold G. Beck*  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 3rd day of April in the year of our Lord nineteen hundred forty two between

B. C. Montgomery and his wife, D. L. Montgomery

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 Thousand 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:

Beginning at the North East corner of the South East Quarter of the South East Quarter of Section Thirty Five (35), Township Twelve (12) Range Nineteen (19) thence North along the East line of said Section 35 as a Base Line, 26 feet to an Iron Pipe in the center of a Public Road, thence South 89 degrees and 26 minutes, West 185 feet to an Iron Pipe, said line running along the North edge of a row of Cedar Trees, thence South and Parallel to the said Base line 358.59 feet, to an Iron Pipe in a Peach Orchard, thence North 89 degrees and 26 minutes East 185 feet to an Iron Pipe in the said Base Line, thence North along said Base line 332.59 feet to the point of beginning, excepting that portion in the North East corner used as a Public Road, containing 1.5 acres, more or less.

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

Three Thousand 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

B. C. Montgomery (SEAL)

D. L. Montgomery (SEAL)

STATE OF KANSAS,

ss.

County of Douglas County, BE IT REMEMBERED, That on this 24th day of April

A.D. 1942 before me the undersigned a Notary Public in and for said County and State,

came B. C. Montgomery and his wife D. L. Montgomery

to me personally known to be the same person s 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 September 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 31st day of December A.D. 1945.

Attest:

(corp. seal)

The Douglas County Building and Loan Association  
by Pearl Condit  
Secretary

This release  
was written  
on the original  
mortgage  
entered  
this 31 day  
of Dec.  
1945

*Harold G. Beck*  
Reg. of Deeds

*Carole K. Kline*  
Deputy