

## MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

May A.D. 1942, At 2:05 P.M.

TO

*Harold A. Beck*  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 1st day of May in the year of our Lord nineteen hundred  
forty-two between

Herbert J. Kimmel

of Wayne in the County of Wayne and State of Michigan  
of the first part, and Lois Marckley

of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of  
Twenty-one Hundred Fifty and no/100 ----- DOLLARS  
to him duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do es grant, bargain, sell  
and Mortgage to the said party of the second part her 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:

"Lot One Hundred Seventy-nine (179) Vermont Street, City of Lawrence, Kansas,"

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

do es 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 Twenty-one Hundred Fifty  
Dollars, according to the terms of

a certain note this day executed and delivered by the said  
party of the first part

to the said part y 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 part y of the  
second part her 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 part ies making such sale, on  
demand, to said heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and  
year first above written.

Signed, sealed and delivered in presence of Herbert J. Kimmel (SEAL)

MICHIGAN

STATE OF KANSAS,

County of Wayne } ss. BE IT REMEMBERED, That on this 6 day of May  
A.D. 1942 before me Leo A. Bartz a Notary Public in and for said County and State,  
came Herbert J. Kimmel

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-  
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.

(SEAL) My Commission expires February 4 1945 Leo A. Bartz 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 19th day of June A.D. 1944  
Attest: *Lois Marckley*

This release  
was written  
on the original  
mortgage

entered  
this 20 day  
of July  
1944

*Harold A. Beck*  
Reg. of Deeds