

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of

Sept. A.D. 1942, At 2:40: P. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this First day of September in the year of our Lord nineteen hundred
forty two between
Edwin W. Howe and Eugenia U. Howe, his wife

of Ottawa in the County of Franklin and State of Kansas
of the first part, and Lydia Tidrow

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Seven Hundred (\$700.00) 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 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 No. One (1) in Block No Two (2) Haskell Place an Addition to 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~~
Seven Hundred (\$700.00) Dollars, according to the terms of
one certain note this day executed and delivered by the said
Edwin W. Howe and Eugenia U. Howe
to the said party of the second part Lydia Tidrow

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 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 party making such sale, on
demand, to said Edwin W. Howe and Eugenia U. Howe heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and
year first above written.

Signed, sealed and delivered in presence of

Edwin W. Howe (SEAL)

Eugenia U. Howe (SEAL)

STATE OF KANSAS,

ss.

~~Franklin~~ County BE IT REMEMBERED, That on this 1st day of September
A.D. 1942 before me N. E. Burns a Notary Public in and for said County and State,
came Edwin W. Howe and Eugenia U. Howe his wife

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 August 18th 1946 N. E. Burns 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 29 day of July A.D. 1949

Attest:

Lydia Tidrow

This release
was written
on the original
mortgage

entered
this 16 day
of August

Harold A. Beck
Register of Deeds