

Receiving No. 16186

## MORTGAGE RECORD 87

Reg. No. 3239  
Fee paid \$2.50

The World Co., Lawrence, Kansas

FROM

Earl L. McFadden and wife, Anna McFadden

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

November A.D. 19 42 At 10:05 A. M.

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 27th day of October in the year of our Lord nineteen hundred forty two between Earl L. McFadden and his wife, Anna McFadden

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

One 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 part y 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:

Commencing at a point 45 feet East of the Northwest corner of the North East Quarter of Block Ten (10) in that part of the City of Lawrence known as North Lawrence, thence South 195 feet more or less to the North line of Right of Way of the Union Pacific Railroad, through said Northeast Quarter of Block Ten (10), thence Northeasterly along the North line of said Right of Way to a point due South of a point 75 feet to the place of beginning; thence North 121.7 feet more or less to Elm Street and the North line of said North East Quarter of said block Ten (10) thence West 75 feet to the place of beginning.

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 said

One 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 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 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 part y 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 hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Earl L. McFadden

(SEAL)

Ada Nelhart

Anna McFadden

(SEAL)

STATE OF KANSAS,

County of Osage County

ss.

BE IT REMEMBERED, That on this 2 day of November

A.D. 1942 before me the undersigned

a Notary Public in and for said County and State,

came Earl L. McFadden and his wife, Anna McFadden

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 8-16-

19 45

Ada Nelhart

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 9th day of December A.D. 19 42

Attest:

The Douglas County Building and Loan Association

By Earl Emick  
Secretary

This Release  
was written  
on the original  
mortgage  
filed  
this 10th day  
of Dec 1942  
H. A. Cook  
Reg. of Deeds.