

MORTGAGE RECORD 87

Receiving No. 16767 <

Reg. No. 3320
Fee Paid \$1.25

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

February A.D. 1943, At 11:15 A. M

TO

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 30th day of January in the year of our Lord nineteen hundred
 forty three (1943) between
 Ernest N. Epley, a single and unmarried man

of Omaha in the County of Douglas and State of Nebraska
 of the first part, and Mrs. Estelle M. Holmes, of Lawrence, Douglas County, Kansas
 of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
 Five hundred and no/100 \$500.00 DOLLARS
 to him duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do ss grant, bargain, sell
 and Mortgage to the said part y 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:

All of Lot #20 on New Hampshire Street, in the City of Lawrence

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

Ernest N. Epley

do ss hereby covenant and agree that at the delivery hereof he 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 except one mortgage of \$1000.00
 to the Liberty Life Insurance Company of Iopeka, Kansas, and which has been assigned by it to Business
 Men's Assurance Company of K C Mo..

This grant is intended as a mortgage to secure the payment of the sum of
 Five Hundred (\$500.00) Dollars, according to the terms of

one certain prom. note this day executed and delivered by the said

Ernest N. Epley

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 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 y making such sale, on
 demand, to said Ernest N. Epley, his heirs and assigns

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

Signed, sealed and delivered in presence of

Ernest N. Epley

(SEAL)

(SEAL)

STATE OF KANSAS Nebraska } ss.

~~xxxxxx~~ Douglas County }

BE IT REMEMBERED, That on this 1 day of February

A.D. 1943 before me Edward M Aikin a Notary Public in and for said County and State,
 came Ernest N Epley

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 Oct 13 1947 Edward M Aikin 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 2nd day of August A.D. 1943.

Attest:

R. A. West

Mrs. Estelle M. Holmes

This Release
 was written
 on the original
 Mortgage
 entered
 this 11th day
 of August
 1943
Harold A. Beck
 Reg. of Deeds.