

Receiving No. 16834

## MORTGAGE RECORD 87

Reg. No. 3329  
Fee Paid \$3.00

The World Co., Lawrence, Kansas

FROM

Ray E. McClure and wife, Frieda McClure

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of

February A.D. 19 43, At 9:15: A. M.

Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 16th day of February in the year of our Lord nineteen hundred  
forty-three between  
Ray E. McClure and his wife Frieda McClure

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 part 1st of the first part, in consideration of the sum of  
Twelve Hundred 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 2nd 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:

The South Half of the two acres on the East side of the North One Half of the Southeast  
Quarter of Southwest Quarter of Section One (1), Township Thirteen (13), Range Nineteen  
(19) and Beginning at a point 4 rods East of the North West corner of the North West Quarter  
of Southwest Quarter of Southeast Quarter of Section One (1), Township Thirteen (13), Range  
Nineteen (19), thence running East 8 rods, thence South 40 rods, thence West 8 rods, thence  
North 40 rods to place of beginning, containing 2 acres, also the South One Half of the  
West 1/10 of the Northwest Quarter of South West Quarter of South East Quarter of Section  
(1), Township Thirteen (13), Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said part 1st 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  
Twelve Hundred 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 2nd 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 2nd 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, to-  
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd making such sale, on  
demand, to said parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and  
year first above written.

Signed, sealed and delivered in presence of

Ray E. McClure (SEAL)

Frieda McClure (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas } BE IT REMEMBERED, That on this 16th day of February  
A.D. 1943 before me the undersigned a Notary Public in and for said County and State,  
came Ray E. McClure and his wife Frieda McClure

to me personally known to be the same persons 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 January 13th 19 44 John C Emick 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 day of A.D. 19

Attest:

(Corp. Seal)

The Douglas County Building and Loan Association  
by Earl Emick  
Secretary

as Release  
as Written  
in the Original  
Mortgage  
entered  
this 17th day  
of February  
1943  
Harold A. Beck  
Reg. of Deeds.