

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM
James E. McKinney and wife Esther McKinney
TO
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 14 day of
April A.D. 1943, at 9:30 A. M.
Harold Gibbick
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 5th day of April in the year of our Lord nineteen hundred
forth three between
James E. McKinney and his wife Esther McKinney
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
Eleven Hundred Fifty 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 party 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:

Lot No. Fifty-four (54 on Louisiana Street, in 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
Eleven Hundred Fifty 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 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 party 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 party 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 hands and seals the day and
year first above written.

Signed, sealed and delivered in presence of James E McKinney (SEAL)
Esther M McKinney (SEAL)

STATE OF KANSAS, } ss.
County of Douglas } BE IT REMEMBERED, That on this 13th day of April
A.D. 1943 before me the undersigned a Notary Public in and for said County and State,
came James E. McKinney and his wife, Esther McKinney

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 Dec 31 19 44 Pearl 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 27 day of August A.D. 19 44

Attest: (Seal) The Douglas County Building and Loan Association
By Pearl Emick Secretary

This release
was written
on the original
mortgage
entered
this 27 day
of August
1944

Harold Gibbick
Reg. of Deeds