

MORTGAGE RECORD 87

Receiving No. 17719

Reg. No. 3458

Fee Paid \$6.50

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

June A.D. 1943, At 1:30 P. M.

Harold G. Peck
Register of Deeds

By Deputy.

THIS INDENTURE, Made this 14th day of June in the year of our Lord nineteen hundred forty-three between

Leslie A. Stevenson and Pearl E. Stevenson, husband and wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and

T. J. Sweeney, Jr.

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two Thousand Six Hundred and 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 his 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:

Beginning at a point on the west line of Section Five (5) 400 feet North of stone which is 9.77 chains South of the North West corner of Section Five (5) Township thirteen (13), Range Twenty (20) thence East $174\frac{1}{2}$ feet, thence South 100 feet, thence West $174\frac{1}{2}$ feet, thence North 100 feet to beginning, containing $\frac{2}{5}$ of an acre, in Douglas County, Kansas.

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

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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

Two Thousand Six Hundred & Fifty Dollars, according to the terms of

a certain note this day executed and delivered by the said

first parties

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 his 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 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

Leslie A. Stevenson (SEAL)

Pearl E. Stevenson (SEAL)

STATE OF KANSAS,

County of Douglas County ss. BE IT REMEMBERED, That on this 14th day of June A.D. 1943 before me a Notary Public in and for said County and State, came Leslie A. Stevenson and Pearl E. Stevenson, husband and wife

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 10/3 1944 Arthur S. Peck 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 20th day of September A.D. 1946.

Attest:

J. J. Sweeney, Jr.

This release was written on the original mortgage

entered this 20th day of September 1946

Harold G. Peck
Reg. of Deeds