

## MORTGAGE RECORD 87

Receiving No. 17865

The World Co., Lawrence, Kansas

Reg. No. 3480

Fee Paid \$2.00

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of

July A.D., 1943, At 10:35 A.M.

By Harold A. Burk Register of Deeds.  
Shene Carter Deputy.

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

Earl L. Morris and Rose C. Morris, his wife  
of Baldwin City in the County of Douglas and State of Kansas  
of the first part, and

Lola Dyer of the second part.

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

Eight 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 party 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:

Lots 96, 98 and 100 and the South Fifty (50) feet of Lots 95, 97 and 99 on King Street,  
Baldwin, City, County and State aforesaid

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

Eight 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 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 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, 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 Earl L. Morris and Rose C. Morris, his wife 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

Earl L. Morris (SEAL)

Rose C. Morris (SEAL)

STATE OF KANSAS,

County of Douglas County, ss. BE IT REMEMBERED, That on this 14th day of July A.D. 1943 before me Yale Wells a Notary Public in and for said County and State, came Earl L. Morris and Rose C. Morris, his 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 December 28 1946 Yale Wells 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 15th day of July A.D. 1946

Attest: Lola Dyer