

Receiving No. 19729

## MORTGAGE RECORD 87

Reg. No. 3634  
Fee Paid \$2.00

The World Co., Lawrence, Kansas

FROM Minnie Haile Howell, a widow  
TO  
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of  
January A.D., 1944, At 9:50 A. M.

Harold A. Beck  
Register of Deeds.

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

THIS INDENTURE, Made this 14th day of January in the year of our Lord nineteen hundred

forty four between Minnie Haile Howell, a widow

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 party of the first part, in consideration of the sum of

Eight Hundred and no/100 DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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. One Hundred Thirty Seven (137) on Maine Street and the North 50 feet of Lots  
Nos. Seventy One (71) and Seventy Three (73) on Pinckney Street (now Sixth Street)  
all in Block No. Forty Two (42) in that part of the City of Lawrence, known as West  
Lawrence.

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

does hereby covenant and agree that at the delivery hereof she 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.

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

party 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, 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 party of the first part, her heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of Minnie Haile Howell (SEAL)

STATE OF KANSAS,

County of Douglas } ss. BE IT REMEMBERED, That on this 14th day of January  
A.D. 1944 before me the undersigned a Notary Public in and for said County and State,  
came Minnie Haile Howell, a widow

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 31 1944 Pearl Enick 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 29th day of January A.D. 1946.

Attest: (Corp. seal) by Pearl Enick  
Secretary

This release  
was written  
on this original  
mortgage  
entered  
this 30 day  
of January  
1946

Harold A. Beck  
Reg. of Deeds  
Verde H. H. H.  
Clerk