

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

January A.D., 1944, At 11:30 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 17th day of January in the year of our Lord nineteen hundred forty four between George Kinnett and Jennie G. Kinnett, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank Fox

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred (\$700.00) 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 Y 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:

Lots Nos. Seventeen (17) and Eighteen (18) in Frazier's Subdivision of a portion of Addition Four (4) in that part of the City of Lawrence known as North Lawrence.

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

do hereby covenant and agree that at the delivery hereof they 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 Seven Hundred (\$700.00) Dollars, according to the terms of

one certain note this day executed and delivered by the said George Kinnett and Jennie G. Kinnett

to the said part Y of the second part Frank Fox

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 Y 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 part Y making such sale, on demand, to said George Kinnett and Jennie G. Kinnett heirs and assigns

IN WITNESS WHEREOF, The said parties 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 George Kinnett (SEAL)
Jennie G. Kinnett (SEAL)STATE OF KANSAS, } ss.
County of Douglas County } BE IT REMEMBERED, That on this 17th day of January A.D. 1944 before me Frank E. Banks a Notary Public in and for said County and State, came George Kinnett and Jennie G. Kinnett, husband and wife(SEAL) to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged 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.

My Commission expires Dec. 11, 1946 Frank E. Banks 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 2nd day of December A.D. 1946

Attest: *Frank Fox*

This release was written on the original mortgage.

this 2 day of December 1946

Harold A. Beck
Reg. of Deeds