

Receiving No. 20096

MORTGAGE RECORD 87

Reg. No. 3677
Fee Paid \$5.00

The World Co., Lawrence, Kansas

FROM

Jay A. Anderson

TO

T. D. Greer, Jr.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of

March A.D. 1944, At 8:20 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this twenty-eighth day of February in the year of our Lord nineteen hundred forty-four between Jay A. Anderson

of Muskogee in the County of Muskogee and State of Oklahoma
of the first part, and T. D. Greer, Jr.

of the second part.

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

Two Thousand and no/100 ----- DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do as 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:

The South 50 feet of Lot No. Three (3) in Block No. Eight (8) in Babcock's Addition
to the City of Lawrence.

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

Jay A. Anderson

does hereby covenant and agree that at the delivery hereof he 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 Two Thousand 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 part Y 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 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 Jay A. Anderson his heirs and assigns; said first party hereby states that he has resided on his homestead in the state of Oklahoma as a citizen of said state for forty-three years last past; and that said real estate is no part of his homestead.

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

Signed, sealed and delivered in presence of

Jay A. Anderson

(SEAL)

(SEAL)

STATE OF KANSAS, Oklahoma

ss.

County of Muskogee County

A.D. 1944 before me the undersigned

BE IT REMEMBERED, That on this second day of March

came Jay A. Anderson a Notary Public in and for said County and State,

(SEAL)

to me personally known to be the same person 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 May 23, 1944

Pauline Snyder

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 day of A.D. 19

Attest:

For release see Bmp 88 - Page 629