

## MORTGAGE RECORD 87

Reg.No. 3685  
Fee Paid--\$15.75

Receiving No. 20144

The World Co., Lawrence, Kansas

FROM

Robert W. McCloy and Gertrude Brokaw McCloy  
husband and wife,  
TO

Charline Fitzpatrick

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of

March A.D. 1944, At 4:35 P. M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 15th day of March in the year of our Lord nineteen hundred  
forty-four between Robert W. McCloy and Gertrude Brokaw McCloy, husband and wife,of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Charline Fitzpatrick  
of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Sixty-three Hundred and no/100 (\$6,300.00)-----DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Six (6) and Seven(7) in Chambers Place, an  
Addition to the City of Lawrence, 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  
parties of the first part  
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 Sixty-three Hundred and no/100 (\$6,300.00)  
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 partand 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, to-  
gether 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 assignsIN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hands and seals the day and  
year first above written.

Signed, sealed and delivered in presence of

Robert W. McCloy (SEAL)

Gertrude Brokaw McCloy (SEAL)

STATE OF KANSAS,

ss.

County of DOUGLAS COUNTY } BE IT REMEMBERED, That on this 15th day of March  
A.D. 1944 before me the undersigned a Notary Public in and for said County and State,  
came Robert W. McCloy and Gertrude Brokaw McCloy, husband and wife,to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknow-  
ledged 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 July 25, 1947 John W. Brand 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. 1945

Attest:

Charline Fitzpatrick

This release  
was written  
on the original  
mortgageentered  
this 1 day  
of Sept.  
1945Harold A. Beck  
Reg. of Deeds