

MORTGAGE RECORD 87

Reg. No. 3761
Fee Paid. \$4.50

Receiving No. 20744

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of

June A.D. 1944, At 8:05 A. M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 27th day of May in the year of our Lord nineteen hundred forty-four between

Paul J. Turner and Beulah Turner, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Mary M. Smelser

of the second part.

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

Eighteen Hundred and no/100 (\$1800.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has 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:

Commencing at a point two hundred twenty-five (225) feet north and one hundred twenty five (125) feet west from the northwest corner of Ohio and Hancock Streets in the city of Lawrence; thence west one hundred twenty-five (125) feet; north seventy-five (75) feet; east one hundred twenty-five (125) feet; south seventy-five (75) feet to beginning 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 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 Eighteen Hundred (1800.00)

Dollars, according to the terms of

a 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 heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand--and seal--the day and year first above written.

Signed, sealed and delivered in presence of

Paul J. Turner (SEAL)

Beulah Turner (SEAL)

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 27 day of May

A.D. 1944 before me C. B. Hosford a Notary Public in and for said County and State,

came Paul J. Turner and Beulah Turner, his wife

(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 June 26

19. 47

C. B. Hosford

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: