

MORTGAGE RECORD 87

Reg. No. 3766
Fee Paid. \$2.50

Receiving No. 20783
The World Co., Lawrence, Kansas

FROM
E. L. Merritt and wife Iris Merritt
TO
The Douglas County Building and Loan Association
By _____ Deputy.
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 7 day of
June A.D. 1944, At 9:00 A. M
Harold G. Wick
Register of Deeds.

THIS INDENTURE, Made this 5th day of June in the year of our Lord nineteen hundred
forty four between
E. L. Merritt and his wife Iris Merritt
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 part 1st of the first part, in consideration of the sum of
One Thousand and no/100 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 2nd 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:

The South One Half of Lot No. One Hundred Fifty Four (154)
and all of Lot No. One Hundred Fifty Six (156) on
Pennsylvania Street, in the City of Lawrence.

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 One Thousand and no/100
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 part 2nd 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 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 2nd 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, 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 assigns

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

Signed, sealed and delivered in presence of
E. L. Merritt (SEAL)
Iris Merritt (SEAL)

STATE OF KANSAS, } ss.
County of Douglas }
BE IT REMEMBERED, That on this 6th day of June
A.D. 1944 before me the undersigned a Notary Public in and for said County and State,
came E. L. Merritt and his wife, Iris Merritt
to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
edged 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 May 5, 1948 Ruth V. Myers 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 28th day of June A.D. 1945
Attest: The Douglas County Building and Loan Association
(Copied) by Paul Smith Secretary

This release
was written
on the original
mortgage
entered
this 27 day
of June
1945
Harold G. Wick
Reg. of Deeds