MORTGAGE RECORD 87 Receiving Mo. 21050 The World Co., Lawrence, Kansas STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the... L. M. Dowers and his wife, Lorena H. Dowers A.D., 19.44, At 9:20 A· M то The Douglas County Building and Loan Association THIS INDENTURE, Made this 55th day of July in the year of our Lord nineteen hundred forty four between L. M. Dowers and his wife, Lovens E. Dowers Lawrence in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association WITN ESSETH, That the said parties of the first part, in consideration of the sum of 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 party 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: Lot No. Six (6) in Block No. Twelve (12) in University Place, an Addition to 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 course Two 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 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 second part <u>its</u> 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 part y making such sale, on demand, to said parties of the first part, their heirs and assigns IN WITNESS WHEREOF, The said part 105 of the first part ha vo hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in presence of Lorena H. Dowers STATE OF KANSAS,

Davelre County

Ss.

BE IT REMEMBERED, That on this 6th day of Notary Public in and County of Douglas County a Notary Public in and for said County and State, A.D. 19 44 before me the undersigned came L. M. Dowers and his wife, Lorens H. Dowers to me personally known to be the same person. S_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 31, Pearl Emick 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 34th day of A.D. 1946.

Attest:

(Conf. deal)

The Dauglas County Building and Joan association of Gearl Enter

old G. Dec