

## MORTGAGE RECORD 87

Reg. No. 3823  
Fee Paid. \$1.00

611

Receiving No. 21120

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

July A.D., 19 44, At 10:25 A. M.

By

Deputy.

THIS INDENTURE, Made this 19th day of July in the year of our Lord nineteen hundred

forty-four between

Ben J. Dunn and Elizabeth R. Dunn, his wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and C. H. Larcom

of the second part.

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

Three Hundred Ninety-six and no/100 (\$396.00)

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 party 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:

"Lot Eleven (11) Block Nine (9) in  
Oread Addition, an addition to the  
city of Lawrence, 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

Three Hundred Ninety-six

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 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 parties making such sale, on demand, to said heirs and assigns

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

Signed, sealed and delivered in presence of

Ben J. Dunn

(SEAL)

Mrs. Elizabeth R. Dunn

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas

BE IT REMEMBERED, That on this 19 day of July

A.D. 19 44 before me

C. B. Hosford

a Notary Public in and for said County and State,

came Ben J. Dunn and Elizabeth R. Dunn, his wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged 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

June 28, 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 21st day of

October

A.D. 19 44

C. H. Larcom

This release  
was written  
on the original  
mortgage  
filed  
the 22nd day  
of October  
1944  
Harold A. Beck  
Reg. of Deeds