

MORTGAGE RECORD 87

Receiving No. 21235

Reg. No. 3840
Fee Paid \$6.25

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

Wayne A. Gerhart and his wife, Lillie Viola Gerhart

August A.D. 1944, At 11:30 A. M

TO

Harold A. Beck
Register of Deeds.

The Douglas County Building and Loan Association

By

Deputy.

THIS INDENTURE, Made this 1st day of August in the year of our Lord nineteen hundred
forty four between
Wayne A. Gerhart and His wife, Lillie Viola Gerhart,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 parties of the first part, in consideration of the sum of
Twenty Five Hundred 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 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. Two (2) Spalding Subdivision, otherwise known as:
Beginning at a point 29 feet South and 128 feet east of the
North West corner of the South East Quarter of
Section Six (6), Township Thirteen (13), Range Twenty (20)
thence South 112½ feet, thence West 50 feet, thence
North parallel with Learnard Avenue 112½ feet, thence
East 50 feet, to point of beginning, and also
The South Half of Lot No. Five (5)
and the North 12½ feet of Lot No. Six (6) in
Block No Fifteen (15) in Lane Place 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 sum of
Twenty Five Hundred 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
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 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

Wayne A. Gerhart (SEAL)

Lillie Viola Gerhart (SEAL)

STATE OF KANSAS,

ss.

County of Douglas

BE IT REMEMBERED, That on this 2nd day of August

A.D. 1944 before me the undersigned a Notary Public in and for said County and State,
came Wayne A. Gerhart and his wife, Lillie Viola Gerhart

(SEAL)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
edged 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 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 14th day of January A.D. 1946

Attest:

(Corp seal)

The Douglas County Building and Loan Association
Blair Smith
Secretary

This release
was written
on the original
mortgage
entered
this 6 day
of June
1946

Harold A. Beck
Reg. of Deeds
Karala Henson
Deputy

For Partial Release see Book 84 Page 31