

MORTGAGE RECORD 87

R.G. No. 3873
Fee Paid. \$5.50

Receiving No. 21454

The World Co. Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

September A.D., 1944, At 10:35 A. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 6th day of September in the year of our Lord nineteen hundred
forty-four between
Emma S. Bennett, a widow,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Silou C. Stowits

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
Twenty-Two Hundred Fifty and no/100 - - - - - DOLLARS
to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

The North 37½ feet of Lot Number Eight (8),

and

the South 12½ feet of Lot Number Nine (9)

in Block Number Seven (7),

Babcock's Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
first party
does hereby covenant and agree that at the delivery hereof she is 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-Two Hundred Fifty Dollars, according to the terms of
a certain note this day executed and delivered by the said
first party
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, 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 first part her heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and
year first above written.

Signed, sealed and delivered in presence of Emma S. Bennett (SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas County, }
A.D. 1944 before me the undersigned BE IT REMEMBERED, That on this 6th day of September
came Emma S. Bennett a Notary Public in and for said County and State,

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
(SEAL) 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 10/3 1944 Arthur S. Peck 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 26th day of June A.D. 1945

Attest: Melvin Hoover

Silou C. Stowits

This release
was written
on the original
mortgage

entered
this 27th day
of June
1945

Harold A. Beck
Reg. of Deeds