

DOUGLAS COUNTY

Reg. No. 3432
Fee Paid \$7.50

Receiving No. 17562

M O R T G A G E

THIS INDENTURE, Made this 1st day of May, in the year of our Lord nineteen hundred forty-three, between John A. Lawrence and Mary Lawrence, his wife, of Ottawa, in the County of Franklin, and State of Kansas, of the first part, and Elva M. Settle and John S. Settle, Jr., as joint tenants with right of survivorship, and not as tenants in common, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 (\$3,000.00) 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 parties of the second part their 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:

Beginning One hundred feet (100 ft.) South of the Northwest corner of Block Fifty Two (52), West Lawrence Addition to the City of Lawrence, County of Douglas, State of Kansas; thence South along the west line of said Block Fifty two (52), 426.42 feet; thence East on line parallel with said Block, Ninety three (93) feet; thence North 283.34 feet, parallel with West line of said Block Fifty two (52); thence East parallel with South line of said Block Fifty two (52), thirty two feet (32 ft.) to a point; thence North parallel with west line of said Block Fifty two (52), 143.08 feet to a point; thence west to beginning; and together with but not warranting title to all rights accruing to the grantor herein of all rights under easement dated and acknowledged August 8, 1934, recorded September 4, 1934, in Volume 132, Page 308, records of Douglas County, Kansas, and also with all rights accruing to grantor herein under easement dated and acknowledged August 6, 1934, in Volume 132, Page 308, records of Douglas County, 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 owners 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 Three Thousand and no/100 (\$3,000.00) 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 parties 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 parties of the second part, their 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 costs 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 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.

John A. Lawrence
Mary Lawrence

STATE OF KANSAS,) SS:
DOUGLAS COUNTY,)

BE IT REMEMBERED, That on this 1st day of May, 1943, before me, the undersigned, a Notary Public in and for said County and State, came John A. Lawrence and Mary Lawrence, his wife, to me personally known to be the same persons 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 my official seal on the day and year last above written.

(SEAL) My commission expires July 25, 1943

John W. Brand
Notary Public.

Recorded on May 28, 1943 at 11:30 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 17572

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, we hereby sell transfer and assign to Geo. J. Shultz all our right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by J.P. Yoder and wife to D. Coen Byrn, which mortgage is recorded in Book 69 of Mortgages, Page 514, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, we have set our hand this 28th day of January 1929

(CORP. SEAL)

THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION

per John C. Emick Secretary

STATE OF KANSAS,) SS.
COUNTY OF Douglas)

BE IT REMEMBERED, That on this 29th day of January 1929, before me, a Notary Public in and for said County and State, came John C. Emick, Secretary of the Douglas County Building and Loan Association, a corporation to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, as the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires December 31 1932

Pearl Emick
Notary Public.

Recorded on June 1, 1943 at 11:15 A. M.

Harold A. Beck

Register of Deeds.

See Discharge of Mortgage in Book 88 Page 475