

Receiving No. 28002

DOUGLAS COUNTY

Reg. 4849

Fee \$2.50

KANSAS REAL ESTATE MORTGAGE

THIS INDENTURE, Made this day of May, A. D. 1946 between Authur W. Keller and Margie L. Keller, husband and wife, of Franklin County, in the State of Kansas, of the first part and Gilbert C. Robe or Olive F. Robe, his wife, or the survivor of them of Franklin County, in the State of Kansas, of the second part:

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten thousand and 00/100 (\$10,000.00) DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and convey unto said parties of the second part, their heirs and assigns, all of the following described real estate situated in Douglas County and State of Kansas, to-wit:

Lot 35 on Massachusetts Street, in the city of Lawrence, Kansas,

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said Authur W. Keller and Margie L. Keller, husband and wife, have this day executed and delivered their certain promissory note in writing to said parties of the second part.

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable and said parties of the second part shall be entitled to the possession of said premises.

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

Authur W. Keller
Margie L. Keller

STATE OF KANSAS
COUNTY OF FRANKLIN, ss

BE IT REMEMBERED, That on this Eighth day of May, A. D. 1946 before me the undersigned a Notary Public in and for the County and State aforesaid came Authur W. Keller and Margie L. Keller, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of same.

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

(SEAL) Term expires May 28, 1949

Frances O. Jones, Notary Public

Recorded May 8, 1946 at 3:00 P. M.

Harold A. Beck

Register of Deeds

Receiving No. 28020

MORTGAGE

Reg. No 4853
Fee Paid \$2.50

THIS INDENTURE, Made this 8th day of May, 1946, between Charles H. Sellars and Marian L. Sellars, his wife, of Lawrence, Douglas County Kansas of the first part, and Fred H. Sellars, of Lawrence, Douglas County Kansas of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand Dollars (\$1000.00) to them duly paid, the receipt whereof is hereby acknowledged, has 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:

The East seventy (70) Feet of Lot one (1) in Addition One (1) in that part of the City of Lawrence, formerly known as North 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 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 the sum of One Thousand Dollars (\$1000.00), according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to said party of the second part, said sum of \$1000.00 to be paid in the following manner and at said dates:

\$90.00 on each and every 8th day of each month of the year until paid out, with interest at the rate of 8%, payable annually.

Parties of the first part agree to pay the taxes and keep up the insurance on said property.

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

Charles H. Sellars
Marian L. Sellars

STATE OF KANSAS
DOUGLAS COUNTY, ss

BE IT REMEMBERED, That on this 8th day of May, 1946 before me Josephine Hill, a Notary Public in and for said County and State, came Charles H. Sellars and Marian L. Sellars, 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 December 28, 1946.

Josephine Hill
Notary Public

Recorded May 10th, 1946 at 9:35 A. M.

Harold A. Beck

Register of Deeds

This mortgage was written on the original mortgage entered this 5th day of May 1946
Harold A. Beck
Reg. of Deeds
Notary

The note described herein has been paid in full and this mortgage is hereby released and the original mortgage is being returned to the mortgagor. The undersigned my hand and seal this 5th day of June A.D. 1946.
 Fred H. Sellars
 Attest: Frank Hill
 Notary Public
 This mortgage was written on the original mortgage entered this 5th day of May 1946
 Harold A. Beck
 Reg. of Deeds
 Notary