

MORTGAGE RECORD 90

Reg. No. 3620
Fee Paid \$4.25

Receiving No. 21602
The World Co., Lawrence, Kansas

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| FROM <u>James S. Ailla and his wife, Edna I. Ailla</u> | STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the <u>25</u> day of <u>September</u> A.D. 19 <u>44</u> , At <u>4:20 P. M.</u> <u>Narold R. Beck</u> Register of Deeds. |
| TO <u>The Douglas County Building and Loan Association</u> | By _____ Deputy. |

THIS INDENTURE, Made this 18th day of September In the year of our Lord nineteen hundred forty four between
James S. Ailla and his wife, Edna I. Ailla
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 Seventeen Hundred Fifty 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:

Part of the East Half of Block No. Five (5) in Earl's Addition to the City of Lawrence, described as follows: Commencing at the center of the intersection of the middle of Thirteenth Street, with the middle of Oregon Street in Earl's Addition, thence running North along the middle of Oregon Street to the land heretofore conveyed to John Currier, thence West 330 feet, thence South 254.48 feet to the middle of Thirteenth Street, thence East along the middle of Thirteenth Street to the place of beginning, reserving a strip 40 feet in width along each of said streets for a Highway, also described as the South 4/5 of the South East Quarter of Block No. Five (5), in Earl's Addition to the City of Lawrence, less tract sold to A. H. McConnell, described as follows: Beginning at the South East corner of Block Five (5) Earl's Addition, thence West along the South line of said Block 120 feet, thence North 125 feet, thence East 15 feet, thence North 99.48 feet, thence East 115 feet to the East line of said block, thence South along the East line of said Block 224.48 feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Seventeen Hundred Fifty 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, together 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 James S. Ailla (SEAL)
Edna I. Ailla (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 22nd day of September A.D. 1944 before me the undersigned _____ a Notary Public in and for said County and State, came James S. Ailla and his wife, Edna I. Ailla

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.

My Commission expires December 31 1944 Pearl Erick 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 20th day of August A.D. 1946
Attest: The Douglas County Building and Loan Association
(Signature) By Pearl Erick Secretary

This release was written on the original mortgage this 22nd day of August 1946
Narold R. Beck
Reg. of Deeds