

# MORTGAGE RECORD 90

Reg. No. 3245  
Fee Paid \$5.50

Receiving No. 21795

The World Co. Lumber, Kansas

10M

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of  
October A.D. 1944, At 10:35 A.M.

*Harold A. Beck*  
Register of Deeds.

W. L. Spears, Ruby Spears, Lois J. Ray, Floyd Ray

TO

Frank Meierhoffer

By

Deputy

THIS INDENTURE, Made this 18th day of October in the year of our Lord nineteen hundred  
Forty four (1944) between  
W. L. Spears and Ruby Spears, and wife  
Floyd Ray and Lois J. Ray, and wife  
of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Frank Meierhoffer  
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
TWENTY-TWO HUNDRED (\$2,200.) 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 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:

Lots No. Sixty-Six (66)  
and  
No. Sixty-Eight (68)  
Rhode Island Street,  
Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
W. L. Spears and Ruby Spears, and Floyd Ray and Lois J. Ray  
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-Two Hundred Dollars Dollars, according to the terms of  
certain promissory 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 his 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

W. L. Spears (SEAL)  
Ruby Spears  
Floyd Ray (SEAL)  
Lois J. Ray

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 14th day of October  
County of Douglas County ss.  
A.D. 1944 before me Frank Fox a Notary Public in and for said County and State,  
came W. L. Spears and Ruby Spears, his wife, Floyd Ray and Lois J. Ray, his wife

to me personally known to be the same persons 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 my official seal on the day and year  
last above written.

(SEAL) My Commission expires July 7, 1948 Frank Fox 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 3rd day of August A.D. 1946.  
*Harold A. Beck*  
Notary Public  
*Frank Meierhoffer*  
Notary Public

This release  
was written  
on the original  
mortgage  
this 5 day  
of August  
1946  
*Harold A. Beck*  
Reg. of Deeds