

MORTGAGE RECORD 90

Reg. No. 3952
Fee Paid \$4.75

Receiving No. 21635

The World Co. Lawrence, Kansas

FROM

J. Houston Turner Vera A. Turner

TO

O. E. Storum

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

October A.D. 1944, At 10:40 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 17th day of October in the year of our Lord nineteen hundred Forty Four between

J. Houston Turner and Vera A. Turner, his wife,

of Baldwin in the County of Douglas and State of Kansas

of the first part, and O. E. Storum

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nineteen Hundred 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 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:

That part of Lot Nine (9)

lying south of line drawn

East and West thru center of Well,

also

Lots Ten (10) and

Eleven (11),

all on Ninth Street,

Baldwin City,

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

J. Houston Turner and Vera A. Turner, his wife

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

Nineteen Hundred and no/100 Dollars, according to the terms of

certain Note this day executed and delivered by the said

J. Houston Turner and Vera A. Turner

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, 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 J. Houston Turner and Vera A. Turner, his wife, 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

J. Houston Turner (SEAL)

Vera A. Turner (SEAL)

STATE OF KANSAS, }
COUNTY OF DOUGLAS County } ss. BE IT REMEMBERED, That on this 17th day of October

A.D. 1944 before me Yale Wells a Notary Public in and for said County and State, came J. Houston Turner and Vera A. Turner, 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
(SEAL) 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 28 1946 Yale Wells 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 25th day of April A.D. 1944

Attest: C. B. Butell

O. E. Storum

This release
was written
on the original
mortgage
entered
this 17th day
of October
1944

Harold A. Beck
Reg. of Deeds
Dorothy M. Beck
1944