

MORTGAGE RECORD 90

Reg. No. 3976
Fee Paid \$6.25

29

Receiving No. 21935
The World Co., Lawrence, Kansas

FROM

E. R. Osborn and his wife, Louise Osborn

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of November A.D. 1944, At 2:35 A.M.

Harold A. Beck
Register of Deeds.

By Deputy:

THIS INDENTURE, Made this 28th day of October in the year of our Lord nineteen hundred forty four between

E. R. Osborn and his wife, Louise Osborn

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

Twenty Five 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 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:

Lot No. Eleven (11)

and

the South Half of

Lot No. Nine (9)

on Tennessee Street

in the City of 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This deed is intended as a mortgage to secure the payment of the sum of

Twenty five Hundred and no/100

Dollars, according to the terms of

28th 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 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

E. R. Osborn

(SEAL)

Louise Osborn

(SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 1st day of Nov.

County of Douglas County

A.D. 1944 before me the undersigned

a Notary Public in and for said County and State,

came E. R. Osborn and his wife, Louise Osborn

to me personally known to be the same person 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

Sept. 21

1947

M. E. Galt

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 29th day of December

A.D. 1947

Attest:

(Corp. Seal)

The Douglas County Building and Loan Association
by Earl C. Coker Secretary

This release was written on the original mortgage. I entered this on the 19th of December 1947

Harold A. Beck
Reg. of Deeds
Deputy