

MORTGAGE RECORD 90

Receiving No. 22485

The World Co. Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of

January A.D. 1945, At 2.50 P.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 15th day of January in the year of our Lord nineteen hundred forty-five between

James A. Bogue and Julia Bogue, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and H. D. Reed

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 (\$1750.00)

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does 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 South twenty-five (25) feet of

Lot Five (5)

and

the North Twenty-five (25) feet of

Lot Six (6)

in Block Nine (9)

in Babcock's Addition

to the city of Lawrence,

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

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

Seventeen Hundred fifty (\$1750)

Dollars, according to the terms of

a 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 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 parties making such sale, on demand, to said parties of the first part heirs and assigns

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

Signed, sealed and delivered in presence of

James A. Bogue (SEAL)

Julia Bogue (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 17 day of January

XXXXXX Douglas County ss.

A.D. 1945 before me C. B. Hosford a Notary Public in and for said County and State, came James A. Bogue and Julia Bogue his wife

to me personally known to be the same person 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 June 26 1947 C. B. Hosford 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 17 day of June A.D. 1945

Attest:

H. D. Reed

This release
was written
on the original
mortgage
entered
this 17 day
of June
1945
Harold A. Beck
Reg. of Deeds