

Receiving No. 22750

# MORTGAGE RECORD 90

Reg. No. 4090  
Fee paid \$2.25

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of

March A.D. 1945, At 8:45 A.M.

*Harold A. Beck*  
Register of Deeds.

By Deputy.

TO

THIS INDENTURE, Made this 27th day of February in the year of our Lord nineteen hundred forty five between W. B. Kelley and Pearl E. Kelley his wife,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Harry A. Puckett

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight Hundred Sixty (\$860.00) 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:

Lot No. Eight (8) in Block No. Eight (8)  
of Steele's Subdivision of Earl'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 the sum of Eight Hundred Sixty (\$860.00) 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 Harry A. Puckett

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 W. B. Kelley and Pearl E. Kelley 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 W. B. Kelley (SEAL)  
Pearl E. Kelley (SEAL)

STATE OF KANSAS, DE IT REMEMBERED, That on this 27th day of February A.D. 1945 before me Frank Fox a Notary Public in and for said County and State, came W. B. Kelley and Pearl E. Kelley his wife

(SEAL) 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 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.  
Attest: As Witness my hand, this 31st day of August A.D. 1945

*Harry A. Puckett*

This release was written on the original mortgage entered this 31st day of August 1945  
*Harold A. Beck*  
Reg. of Deeds