

Receiving No. 22778

# MORTGAGE RECORD 90

Reg. No. 4095  
Fee paid \$6.25

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

March A.D. 1945, At 2:00 P.M.

*Harold G. Beck*  
Register of Deeds.

By Deputy.

TO

THIS INDENTURE, Made this 3rd day of March in the year of our Lord nineteen hundred forty-five between Elliott V. Mosley and Phyllis A. Mosley, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Joseph C. Hemphill

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 (\$2500.00) 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:

"The south fifty (50) feet of Lot Eleven (11)  
of Block Eleven (11) of Babcock's Enlarged  
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 Twenty-five Hundred and no/100 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 seals the day and year first above written.

Signed, sealed and delivered in presence of

Elliott V. Mosley (SEAL)

Phyllis A. Mosley (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 3rd day of March  
County of Douglas } ss.  
A.D. 1945 Before me C. E. Hosford a Notary Public in and for said County and State,  
came Elliott V. Mosley and Phyllis A. Mosley, his wife

(SEAL)

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.

My Commission expires June 26, 1947. C. E. 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 27 day of January A.D. 1947

Attest:

*Joseph C. Hemphill*

This release was written on the original mortgage entered this 4 day of January 1947

*Harold G. Beck*  
Reg. of Deeds  
Deputy