

Receiving No. 22881

MORTGAGE RECORD 90

Reg. No. 4113
Fee paid \$2.50

The World Co. Lawrence, Kansas

FROM

John C. Curd

TO

J. C. Hemphill

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

March A.D. 1945, At 2:30 P. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 20th day of March in the year of our Lord nineteen hundred forty five between John C. Curd and Myrtle B. Curd his wife

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

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand (\$1000.00) 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 part y 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:

Beginning Sixteen (16) rods North of the Southeast Corner of Block Nine (9) in that part of the City of Lawrence, Kansas, formerly known as North Lawrence, thence west Twenty (20) rods, thence North Eight (8) rods, thence East Twenty (20), thence South Eight (8) rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 indefensible 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 One Thousand (\$1,000.00) 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 part y of the second part J. C. Hemphill

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 part y 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 part y making such sale, on demand, to said John C. Curd and Myrtle B. Curd 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

John C. Curd (SEAL)

Myrtle B. Curd (SEAL)

STATE OF KANSAS, } DE IT REMEMBERED, That on this 20th day of March
County of Douglas } ss.
A.D. 1945 before me Frank Fox a Notary Public in and for said County and State,
came John C. Curd and Myrtle B. Curd, 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 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.

As Witness my hand, this 20th day of Aug A.D. 1945

Attest:

J. C. Hemphill

This release
was written
on the original
mortgage
entered
this 20th day
of Aug
1945
Harold A. Beck
Reg. of Deeds