

Receiving No. 24080

## MORTGAGE RECORD 90

Page No. 4144

Fee paid \$5.00

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

April A.D. 1945, at 2:05 P. M.

*Harold A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 10th day of April in the year of our Lord nineteen hundred forty-five between Wilbur H. and Winifred S. Rueso, husband and wife,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Silas C. Stowits  
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 part y of the second part her 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 at a point 858 feet East and 455.4 feet North of the Southwest Corner of Section 36, Township Twelve South, Range Nineteen East; thence East 157.5 feet, thence South 151 feet; thence West 65.75 feet; thence North 10 feet; thence West 193.75 feet; thence North 141 feet to point of beginning;

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties

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 Two Thousand and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part y 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 part y of the second part her 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 first parties 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

Wilbur H. Rueso (SEAL)

Winifred S. Rueso (SEAL)

STATE OF KANSAS,

}

BE IT REMEMBERED, That on this 10th day of April

A.D. 1945 before me the undersigned

came Wilbur H. and Winifred S. Rueso, husband and wife a Notary Public in and for said County and State,

(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 10/3 1948 Arthur S. Pack 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 10th day of

*Silas C. Stowits*  
A.D. 1947

Attest:

*21. Pontius Allen*

This release was written on the original mortgage this 10th day of April 1947

*Harold A. Beck*  
Reg. of Deeds  
Deputy