

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

April A.D. 1945, At 10:00 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

TO

THIS INDENTURE, Made this 6th day of April in the year of our Lord nineteen hundred
forty-five between L. D. Fisher and Lorene Fisher, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank E. Banks

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Five Thousand and no/100- (\$5000.00)- 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:

"South one-half ($\frac{1}{2}$) of Lots Fifty-two (52) on
Massachusetts Street, City of Lawrence, Kansas."

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 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
Five Thousand 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 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 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, to-
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1st 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 L. D. Fisher (SEAL)
Lorene Fisher (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 13 day of April
A.D. 1945 before me C. E. Hosford

came L. D. Fisher and Lorene Fisher, his wife
to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
edged 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 15th day of January A.D. 1946

Attest: Frank E. Banks

This release
was written
on the original
mortgage
entered
this 13th day
of January
1946

Harold A. Beck
Reg. of Deeds