

Receiving No. 23135

MORTGAGE RECORD 90

Reg. No. 4153  
Fee paid \$1.25

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of

April A.D. 1945, At 4:50 P. M.

TO

*Harold A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 17th day of April in the year of our Lord nineteen hundred Forty-five between Melvin A. Hill, a single man,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Claude E. Mathews

of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Five Hundred and Fifty Dollars (\$550.00) to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents does 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:

Lot No. One Hundred Twenty Five (125) on New York Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said grantor do hereby covenant and agree that at the delivery hereof he is 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 Hundred and Fifty Dollars (\$550.00) Dollars, according to the terms of a certain note this day executed and delivered by the said party of the first part to the said part 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, 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 party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of Melvin A. Hill (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 17th day of April  
County of Douglas } ss.  
A.D. 1945 before me Ernest Klooz a Notary Public in and for said County and State,  
came Melvin A. Hill, a single man

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.  
(SEAL) 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 31st 1948 Ernest Klooz 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 20 day of January A.D. 1945

Attest: *Heber Mathews*  
Sole heir of Claude E. Mathews

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