

Receiving No. 23247<

MORTGAGE RECORD 90

Reg. #4175

Fee Paid \$30.00

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of

May, A.D. 1945, At 8:10 A.M.

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 1st day of March in the year of our Lord nineteen hundred forty-five (1945) between J. B. Price and Mable Price, his wife

of Overbrook in the County of Douglas and State of Kansas of the first part, and C. I. Crawford, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve 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 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 Southwest Quarter (SW $\frac{1}{4}$) of Section 8, and the East Half of the Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 17, all in Township 15, Range 18; also The North Half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 7, Township 15, Range 18.

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 owners 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 Twelve Thousand Dollars, according to the terms of one certain promissory 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 party making such sale, on demand, to said parties of the first part 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 J. B. Price (SEAL)

Mable Price (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 1st day of May, A.D. 1945 before me Josephine Hill a Notary Public in and for said County and State, came J. B. Price and Mable Price, his wife,

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.

(SEAL) My Commission expires December 28, 1946 Josephine Hill 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 30th day of January A.D. 1948

Attest:

C. I. Crawford

This mortgage was filed for record on the 2 day of May, 1945, at 8:10 A.M. in the office of the Register of Deeds, Douglas County, Kansas.