

## MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

May A.D. 1945, At 11:50 A.M.

*Harold R. Beck*  
Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 3rd day of May in the year of our Lord nineteen hundred forty-five between Ernest A. Bales and Lydia A. Bales, his wife.

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and W. E. Spalding

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 (\$1500.00) 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 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:

"Lot One Hundred Sixty-six (166) on New Hampshire Street  
in the city of Lawrence, Kansas."

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 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 \$1500.00.

Fifteen Hundred 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 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 parties 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 hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Ernest A. Bales (SEAL)

Lydia A. Bales (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 3d day of May

A.D. 1945 before me C. B. Hosford a Notary Public in and for said County and State, came Ernest A. Bales and Lydia A. Bales, his wife

(SEAL)

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.

My Commission expires June 26 1947 C. B. 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 16th day of January A.D. 1945

Attest:

*W. E. Spalding*

This release  
was written  
on the original  
mortgage.

entered  
this 17 day  
of Jan  
1945

*Harold R. Beck*  
Reg. of Deeds