

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

Eva B. Fishback and her husband, Walter Fishback
TO

Claude E. Mathews

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

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

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 8th day of May in the year of our Lord nineteen hundred forty five between Eva B. Fishback and her husband, Walter Fishback

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 parties of the first part, in consideration of the sum of Eight Hundred Forty Two and 80/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha. ~~ve~~ 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:

Beginning at a point 756 feet North of the South line and 340 feet East of the West line of the Northwest Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence North 152 feet, thence East 174 feet, thence South 152 feet, thence West 174 feet, to place of beginning, less the East eight feet thereof for an alley, all in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ~~103~~ 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~~ Eight Hundred Forty Two & 80/100 Dollars, according to the terms of one 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, 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 parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part ha. ~~ve~~ hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Eva B. Fishback (SEAL)

Walter Fishback (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 9th day of May

~~XXXXXX~~ Douglas County ss.

A.D. 1945 before me the undersigned a Notary Public in and for said County and State, came Eva B. Fishback and her husband, Walter Fishback

to me personally known to be the same person s 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 September 21st 1947

M. R. Gill

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 6th day of February

A.D. 1945

Attest:

Klem Mathews

This release was written on the original mortgage.

entered this 6th day of February 1945

Harold A. Beck
Reg. of Deeds
Deputy