

## MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of

July A.D. 19 45 At 1:40 P. M.

Register of Deeds.

By Harold A. Beck Deputy.

THIS INDENTURE, Made this 17th day of July in the year of our Lord nineteen hundred forty five between Irene F. Wagner and Walter S. Wagner, her husband

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Lydia Tidrow of the second part

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three thousand (\$3000.00) 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 her 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 Thirty Three (33) feet North and Two Hundred Ninety Three and 8/10 (293.5) feet West of the South East corner of the South East Quarter (SE $\frac{1}{4}$ ) of Section One (1), Township Thirteen (13), Range Nineteen (19), thence North One Hundred Sixty Five (165) feet, thence West Two Hundred Forty (240) feet, thence South One Hundred Sixty Five (165) feet thence East Two Hundred Forty (240) feet to the place of beginning.

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 the sum of

Three Thousand (\$3000.00)

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 Lydia Tidrow

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 her 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 heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Irene F. Wagner

(SEAL)

Walter S. Wagner

(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 17th day of July

County of Douglas County

A.D. 1945 before me Frank Fox

a Notary Public in and for said County and State, came Irene F. Wagner and Walter S. Wagner, her husband

(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 July 7 19 48 Frank Fox 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 9th day of July A.D. 1946

Attest:

Lydia Tidrow

This release was written on the original mortgage. I entered this 9th day of July 1946.

Harold A. Beck  
Reg. of Deeds