

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21st day of

July A.D. 1947, At 11:50 A. M.

By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 21st day of July in the year of our Lord nineteen hundred forty-five between Herbert W. Olmsted and Faye Jones Olmsted

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Nellie Armstrong Gruzan of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 (\$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 party 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 at a point on the south line of the northeast quarter of the southeast quarter of Section One (1), Township Thirteen (13), South, Range Nineteen (19), forty (40) rods west of the west line of the highway on the east side of said southeast quarter, Section One (1); thence north forty (40) rods; thence east to the west line of said Highway on the east side of said southeast quarter; thence south forty (40) rods; thence west to 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 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 her executors, administrators and assigns, at any time hereafter 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 hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Herbert W. Olmsted (SEAL)

Faye Jones Olmsted (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 21st day of July

County of Douglas, ss.

A.D. 1947 before me C. B. Heford a Notary Public in and for said County and State, came Herbert W. Olmsted and Faye Jones Olmsted

(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. Heford 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 21st day of July A.D. 1947

Attest: Mrs. Nellie Armstrong Gruzan 214 E - 2nd St
National City Calif

This release was written on the original mortgage entered this 21st day of July 1947
Harold A. Beck
Reg. of Deeds