

## MORTGAGE RECORD 90

Receiving No. 24147

The World Co. Law Office, Kansas

Reg. No. 4281  
Fee paid \$1.75

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of August, 1945, At 11:55 A. M.

By

Deputy.

THIS INDENTURE, Made this 30th day of July in the year of our Lord nineteen hundred forty five between

Jack A. Englehaupt and Clovis E. Englehaupt his wife

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

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Seven Hundred (\$700.00) - - -

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 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 Number One Hundred Seventy (170) Fairfax Addition,  
an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ied 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

Seven Hundred (\$700.00)

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

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 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

Jack A. Englehaupt (SEAL)

Clovis E. Englehaupt (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 30th day of July

County of Douglas County

A.D. 1945 before me Frank Fox

came Jack A. Englehaupt and Clovis E. Englehaupt 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 July 7 1948

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 6 day of Sept

A.D. 1945

W. E. Holey

This release  
was written  
on the original  
mortgageentered  
this 6th day  
of September  
1945Harold A. Beck  
Reg. of Deeds  
Deputy