

Receiving No. 24171

MORTGAGE RECORD 90

Reg. No. 4283
Fee paid \$3.00

The World Co., Lawrence, Kansas

FROM

Joseph E. Burchett and his wife, Ollie Belle Burchett
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of August, A.D. 1945 at 3:55 P.M.

Harold A. Back
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 30th day of July in the year of our Lord nineteen hundred 1945 between Joseph E. Burchett and his wife, Ollie Belle Burchett

of Lawrence in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred Fifty and no/100 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 its 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:

Lots Nos. Forty Four (44), Forty Six (46) and the South Half of

Lot No. Forty Two (42) all on Pennsylvania Street, in the City of

Lawrence.

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 Twelve Hundred Fifty and no/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 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 its 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 party 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 have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of Joseph E. Burchett (SEAL)
Ollie Belle Burchett (SEAL)STATE OF KANSAS, } DE IT REMEMBERED, That on this 2nd day of August
County of Douglas } ss.
A.D. 1945 before me the undersigned a Notary Public in and for said County and State, came Joseph E. Burchett and his wife, Ollie Belle Burchett

to me personally known to be the same persons 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.

(SEAL) My Commission expires May 5 1948 Ruth V. Myers 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 14th day of March A.D. 1947

Attest: (Corporate Seal)

The Douglas County Building and Loan Association
By Paul Amick Secretary

This release was written on the original mortgage. I entered this 14th day of March 1947

Harold A. Back
Reg. of Deeds
Deputy