

## MORTGAGE RECORD 90

Receiving No. 24100

Reg. No. 4288

Fee paid \$19.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6th day of August A.D. 1948, at 9:10 A. M.

TO

Harold A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 26th day of July in the year of our Lord nineteen hundred forty five between Raymond L. Pendleton and his wife, Mildred Jane Pendleton

of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
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 Seventy five Hundred 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 Two (42) and Forty Four (44) on Finckney Street,  
in the City of Lawrence.STATE OF KANSAS)  
Douglas County )ss.

Be it Remembered, That on this 30 day of July, A.D. 1948 before me, M. R. Gill, a Notary Public in and for said County and State, came Mildred Jane Pendleton, wife of Raymond L. Pendleton 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.

(SEAL) My Commission expires September 21, 1947

M. R. Gill  
Notary Public

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 Seventy five Hundred and no/100 Dollars, according to the terms of \_\_\_\_\_ certain \_\_\_\_\_ 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

Raymond L. Pendleton (SEAL)

Mildred Jane Pendleton (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 3rd day of August

County of Douglas )ss.

A.D. 1948 before me the undersigned \_\_\_\_\_ a Notary Public in and for said County and State, came Raymond L. Pendleton, husband of Mildred Jane Pendleton

(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 September 21 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 26th day of January A.D. 1948

Attest:

(Corp. Seal)

The Douglas County Building and Loan Association  
by Pearl Buck SecretaryThis release  
was written  
on the original  
mortgage  
entered  
this 6 day  
of  
1948  
Harold A. Beck  
Reg. of Deeds