

The World Co., Lawrence, Kansas

FROM

C. E. Malone and his wife Eula Malone

TO

The Douglas County Building And Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of  
August A.D. 1945, At 9:00: A.M.Harold A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 27th day of August in the year of our Lord nineteen hundred  
forty five between C. E. Malone and his wife, Eula Maloneof Lawrence in the County of Kansas 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  
Seven Hundred Fifty and no/100 DOLLARSto 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. Twenty (20) and Twenty One (21) in Block No. Five (5),

in Belmont, an Addition adjacent to 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 partdo 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 Fifty and no/100 Dollars, according to the terms ofcertain 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, to-  
gether 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 assignsIN 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

C. E. Malone (SEAL)

Eula Malone (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 28th day of August

County of Douglas County

A.D. 1945 before me the undersigned a Notary Public in and for said County and State,  
came C. E. Malone and his wife, Eula Malone

(SEAL)

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-  
edged 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 May 5 1948 Auth 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 11th day of February A.D. 1945.

Attest:

The Douglas County Building and Loan Association  
(Corp. Seal) By Pearl Smith  
SecretaryThis note was  
written  
on the original  
mortgage  
entered  
this 13th day  
of February  
1945  
Harold A. Beck  
Reg. of Deeds