

Receiving No. 24460

MORTGAGE RECORD 90

Reg. No. 4322

Fee paid \$8.25

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of August, 1945, at 1:50 P. M.

TO

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 25th day of August in the year of our Lord nineteen hundred forty-five between Y. Y. Young and B. Price Young, husband and wife

of Junction City in the County of Geary and State of Kansas of the first part, and Silas C. Stowits of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-seven 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, 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 Fifty-two (152) on Tennessee 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 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 Thirty-seven Hundred Fifty Dollars, according to the terms of a certain note, this day executed and delivered by the said parties 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, 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 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 Y. Y. Young (SEAL) B. Price Young (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 25th day of August 1945 before me the undersigned a Notary Public in and for said County and State, came Y. Y. Young and B. Price Young, husband and 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 May 27 1946 Richard J. Brown 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 30th day of March A.D. 1947

Attest: Hazel Continer Silas C. Stowits

This release was written on the original mortgage.

entered this 4th day of March 1947

Harold A. Beck Reg. of Deeds Silas C. Stowits Deputy