

Receiving No. 24894

## MORTGAGE RECORD 90

Reg. No. 4386

Fee paid \$3.00

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

October, A.D. 1945, At 2:30 P. M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 9th day of October in the year of our Lord nineteen hundred forty five between Robert A. McNanness and Mindia L. McNanness, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Effie A. Cobb

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred Fifty (\$1250.00) 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 party of the second part her 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:

The South Twenty (20) feet of Lot No. One Hundred Sixty Nine (169)  
and the North One-half ( $\frac{1}{2}$ ) of Lot No. One Hundred Seventy-one (171)  
on Connecticut Street, Lawrence, Douglas County, Kansas

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 (\$1250.00) 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 party of the second part Effie A. Cobb

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 her 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 heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of Robert A. McNanness (SEAL)  
Mindia L. McNanness (SEAL)STATE OF KANSAS, } BE IT REMEMBERED, That on this 10th day of October  
COUNTY OF Douglas } ss.  
A.D. 1945 before me Frank Fox a Notary Public in and for said County and State, came Robert A. McNanness and Mindia L. McNanness, his wife  
to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.  
(SEAL) 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 1945 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 15th day of February A.D. 1946  
Attest: Effie A. CobbThis release  
was written  
on the original  
mortgage  
entered  
this 16 day  
of Feb.  
1946Harold A. Beck  
Register of Deeds  
Deputy