

MORTGAGE RECORD 90

Receiving No. 24902 <

Reg. No. 4389
Fee paid \$6.25

The World Co., Lawrence, Kansas

FROM

Della Weyermuller, an unmarried woman
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

October A.D. 1945, A.M. 10:05 A.M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 4th day of October in the year of our Lord nineteen hundred forty five between Della Weyermuller, an unmarried woman

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 Twenty Five Hundred and no/100 DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has 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:

The East One Half of Lot No. One Hundred Thirty Two (132) on Kentucky Street, in the City of Lawrence, and

Lot No. One Hundred Eleven (111) on Illinois Street in Block No. Thirty Seven (37) in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is 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 Twenty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party 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 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 party of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Della Weyermuller (SEAL)

(SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 9th day of October
County of Douglas } ss.
A.D. 1945 before me the undersigned a Notary Public in and for said County and State, came Della Weyermuller, an unmarried woman

(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 Sept. 21st 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 17th day of October A.D. 1946

Attest:

The Douglas County Building and Loan Association
M. R. Gill - Vice President

(Signature)

This release was written on the original mortgage entered this 17th day of Oct. 1946

Notary Public
Reg. of Deeds

Deputy

See first volume on page 146 in book 89