

Receiving No. 25558

MORTGAGE RECORD 90

Reg. No. 4185
Fee paid \$15.00

The World Co., Lawrence, Kansas

FROM JOHN H. HARRIS

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of
November A.D. 1945, At 2:50 P. M.Iole Bruno and Eugene Bruno, her husband

TO

Charline FitzpatrickBy Harold A. Beck Deputy.
Register of Deeds.THIS INDENTURE, Made this 20th day of November in the year of our Lord nineteen hundred
and forty-five between Iole Bruno and Eugene Bruno, her husbandof Lawrence in the County of Douglas and State of Kansas
of the first part, and Charline Fitzpatrick

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Six thousand 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 part y 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:Beginning at the Northeast corner of Lot Numbered Twelve (12), Block Four (4)
of Babcock's Addition to the City of Lawrence; thence North 60 feet along the
West line of Tennessee Street; thence West 102 feet; thence South 17.2 feet;
thence West 33.6 feet; thence South 42.8 feet; thence East 135.5 feet to
point of beginning, in Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
first parties
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 indefensible 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 \$6,000.00
Six thousand and no/100 Dollars, according to the terms of
one certain note this day executed and delivered by the said
first partiesto the said part y 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 part y 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, to-
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on
demand, to said first parties heirs and assignsIN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal the day and
year first above written.Signed, sealed and delivered in presence of Iole Bruno (SEAL)
Eugene Bruno (SEAL)STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 20th day of November
County of Douglas County A.D. 1945 before me the undersigned a Notary Public in and for said County and State,
came Iole Bruno and Eugene Bruno, her husband(SEAL) to me personally known to be the same person 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 July 25, 1947 John W. Brand 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 21st day of November A.D. 1945
Attest:

And this instrument is a mortgage see Book 98 Page 210