

Receiving No. 25698

# MORTGAGE RECORD 90

Reg. No. 4499

Fee paid \$2.50

FROM STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 3 day of  
December A.D. 1945, at 11:20 A. M.  
 By Harold K. Snider Deputy.  
Harold K. Snider Register of Deeds.

THIS INDENTURE, Made this 5th day of November in the year of our Lord nineteen hundred  
forty-five between Earnest Day and Millie Day, his wife

of Lawrence in the County of Douglas and State of Kansas  
 of the first part, and Harold K. Snider

of the second part.  
 WITNESSETH, That the said parties of the first part, in consideration of the sum of  
One 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 party of the second part his 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 thirty (30) feet West of the northeast corner of the  
 NorthWest Quarter (NW $\frac{1}{4}$ ) of Block Eleven (11) in that part of the  
 City of Lawrence, Douglas County, Kansas, known as North Lawrence  
 thence West forty-seven (47) feet, thence South One Hundred forty-two  
 and one-half (142 $\frac{1}{2}$ ) feet, thence East forty-seven (47) feet, thence  
 North One Hundred forty-two and one-half (142 $\frac{1}{2}$ ) feet to the place  
 of beginning.

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  
One thousand and no/100 Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
Earnest Day and Millie Day, his wife

to the said party of the second part payable as per the terms of the note therein  
 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 his 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 assigns

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

Signed, sealed and delivered in presence of Earnest Day (SEAL)  
Millie Day (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 5th day of November  
Douglas County } ss.  
 A.D. 1945 Before me Ernest Kloor a Notary Public in and for said County and State,  
 came Earnest Day and Millie Day, his wife

(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 31st 1948 Ernest Kloor 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 30<sup>th</sup> day of April A.D. 1947  
Harold K. Snider

This release  
 was written  
 on the original  
 mortgage  
 entered  
 this 17 day  
 of April  
 1947

Harold K. Snider  
 Register of Deeds  
Harold K. Snider  
 Deputy