

Receiving No. 25952

MORTGAGE RECORD 90

Reg. No. 24517

Fee paid \$4.50

The World Co. Lawrence, Kansas

FROM

Newton Ellenbarger and his wife, Gladys Mae
To Ellenbarger

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

December A.D. 1945, At 9:32 A.M.

Harold G. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 17th day of December in the year of our Lord nineteen hundred
forty five between Newton Ellenbarger and his wife, Gladys Mae Ellenbarger

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
Eighteen Hundred 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 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 North One Half of:

Lot No. Two (2) in Block No. One (1) in Haskell Place, an

Addition to 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 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 ~~\$18,000.00~~
Eighteen Hundred and no/100 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.

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 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, 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 hands and seals the day and
year first above written.

Signed, sealed and delivered in presence of Newton Ellenbarger (SEAL)

Gladys Mae Ellenbarger (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 18th day of December
Douglas } ss.
A.D. 1945 before me the undersigned a Notary Public in and for said County and State,
came Newton Ellenbarger and his wife, Gladys Mae Ellenbarger

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
edged 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 May 5 1948 Ruth V. Myers 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 2nd day of March A.D. 1946.

Attest:

The Douglas County Building and Loan Association
(corp. seal) *By Pearl Emick*
Secretary

This release
was written
on the original
mortgage
entered
this 16 day
of March
1946

Harold G. Beck
Reg. of Deeds
Deputy