

## MORTGAGE RECORD 90

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of  
December A.D. 1945, At 1:25 P.M.

TO

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this Fifteenth day of December in the year of our Lord nineteen hundred  
forty-five between Kenneth L. Matney and Ester Matney, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and V.H. Robison

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of  
Twelve hundred and 00/100 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 2nd 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:East one-half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Eight (8)  
Township twelve (12) Range eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

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 \$1200.00  
Twelve hundred and 00/100 (\$1200.00) Dollars, according to the terms of  
a certain agreement this day executed and delivered by the said  
V.H. Robisonto the said part 2nd of the second part whereby the principal amount is to be paid in installments in accordance  
with that agreement 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 2nd 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 part 2nd making such sale, on  
demand, to said parties of the first part heirs and assignsIN WITNESS WHEREOF, The said part 1st 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

Kenneth L. Matney

(SEAL)

Ester Matney

(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 15th day of December

of Douglas County ss.

A.D. 1945 before me Rosa Robinson

a Notary Public in and for said County and State,

came Kenneth L. Matney and Ester Matney

(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 Jan. 15

1946

Rosa Robinson

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 19th day of June

A.D. 1945

V.H. Robison

This release  
was written  
on the original  
mortgage  
entered  
this 31st day  
of December  
1945Kenneth L. Matney  
Reg. of Deeds  
V.H. Robison  
Deputy