

MORTGAGE RECORD 90

Receiving No. 26274

Reg. No. 4556
Fee Paid \$8.25

The World Co., Lawrence, Kansas

FROM STATE OF KANSAS, DOUGLAS COUNTY, ss.
 TO _____
 THIS INSTRUMENT WAS FILED FOR RECORD ON THE 14 day of January A.D. 1946, At 2:50: P.M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 14th day of January In the year of our Lord nineteen hundred Forty-Six between Paul J. Turner and Beulah Turner, his wife of Lawrence In the County of Douglas and State of Kansas of the first part, and Mary M. Smelser of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Three Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha- 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:

Commencing at a Point 225 feet North and 125 feet West from the Northwest Corner of Ohio and Hancock (Now 12th) Streets in the City of Lawrence; thence West 125 feet; North 75 feet East 125 Feet, South 75 Feet, to Point of Beginning in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part- i of the first part therein. And the said Paul J. Turner and Beulah Turner, his wife 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 Three Thousand Three Hundred Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the said Parties of the First Part to 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, together 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, their heirs and assigns

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

Signed, sealed and delivered in presence of Paul J. Turner (SEAL)
Beulah Turner (SEAL)

STATE OF KANSAS, }
 County of Douglas } ss.
 A.D. 1946 before me _____ a Notary Public in and for said County and State, came Paul J. Turner and Beulah Turner, his wife 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.
 (SEAL)
 My Commission expires Oct. 3, 1949 19 Audra C Crowder 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 14th day of August A.D. 1946
Richard B. Stevens Mary M. Smelser
Harold A. Beck
 Register of Deeds
 Deputy

This release was written on the original mortgage entered this day of August 1946
Harold A. Beck
 Register of Deeds
 Deputy