

The World Co. Lawrence, Kansas

FROM  
Nelson Edwy Howard and his wife Bessie Cleland Howard  
TO  
The Douglas County Building and Loan Association By \_\_\_\_\_ Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 14 day of  
January A.D. 1946, At 4:45 P.M.  
Harold C. Beck  
Register of Deeds.

THIS INDENTURE, Made this 11th day of January in the year of our Lord nineteen hundred  
forty six between  
Nelson Edwy Howard and his wife, Bessie Cleland Howard

of Lawrence In the County of Douglas and State of Kansas  
of the first part, and 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  
Thirty Seven Hundred Fifty 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:

Lot No. Three (3), the East 8 feet of Lots Nos. Four (4) Five (5) and Six (6) and all  
of Lots Nos. One (1) and Two (2) less that part of said Lots embraced within the  
following tract: Beginning 16 feet East of the Northwest corner of said Lot 1, thence  
East 128 feet, thence South 50 feet, thence West 128 feet, thence North 50 feet, to  
the place of beginning, all in Block Fifteen (15), Lane's Second Addition an Addition  
to the City of Lawrence. Also Lot No. One (1) and the North Half of Lot No. Two (2),  
the East 8 feet of Lot No. Twelve (12) and the East 8 feet of the North Half of Lot No.  
Eleven (11) all in Block No. Two (2) in Oread Addition, 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 the sum of  
Thirty Seven Hundred Fifty 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 hand and seal the day and  
year first above written.

Signed, sealed and delivered in presence of Nelson Edwy Howard (SEAL)  
Bessie Cleland Howard (SEAL)

STATE OF KANSAS, BE IT REMEMBERED, That on this 12th day of January  
1946, before me the undersigned ss.  
A.D. 1946, before me the undersigned a Notary Public in and for said County and State,  
came Nelson Edwy Howard and his wife, Bessie Cleland Howard

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 Sept 21st 1947 H. R. Giff 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 18th day of June A.D. 1946

Attest: The Douglas County Building and Loan Association  
(Corp. Seal) by Pearl Ernest Secretary

This release  
was written  
on the original  
mortgage  
entered  
this 11th day  
of June  
1946  
Reg. of Deeds