

Receiving No. 26493

MORTGAGE RECORD 90

Reg. No. 4588

Fee paid \$7.50

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

James E. Settles and his wife, Glendyn B. Settles

This instrument was filed for record on the 28 day of Jan. A.D. 1946, at 9:10 A. M.

TO

The Douglas County Building and Loan Association

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 25th day of January in the year of our Lord nineteen hundred forty six between James E. Settles and his wife, Glendyn B. Settles

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 Three 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 part Y 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. Seventy five (75) and the North 4/5 of Lot No. Seventy Seven
(77) on the West side of Indiana Street in Block No. Eighteen (18),
in that part of the City of Lawrence, known as West 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 Three thousand 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 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 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, 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 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 seal the day and year first above written.

Signed, sealed and delivered in presence of

James E. Settles (SEAL)

Glendyn B. Settles (SEAL)

STATE OF KANSAS, BE IT REMEMBERED, That on this 26th day of January A.D. 1946 before me, the undersigned a Notary Public in and for said County and State, came James E. Settles and his wife, Glendyn B. Settles

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged 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 1946 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 28 day of August A.D. 1946.

Attest:

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The Douglas County Building and Loan Association
by Paul E. Smith Secretary

This release was written on the original mortgage. I entered this 2 day of August 1946
Harold A. Beck
Reg. of Deeds
Deputy.