

MORTGAGE RECORD 90

The World Co. Lawrence, Kansas

FROM

Roscoe Marion Swain and his wife, Marjory G. Swain
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of
January A.D., 1947. At 9:00 A. M.Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 28th day of January In the year of our Lord nineteen hundred
forty six between Roscoe Marion Swain and his wife, Marjory G. Swainof Lawrence In the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan AssociationWITNESSETH, That the said parties of the first part, in consideration of the sum of
Forty four 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. four (4) in Block No. three (3) in Cranson's subdivision of
Block No. 15 of Babcock's enlarged 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 incumbrancesThis grant is intended as a mortgage to secure the payment of \$445.00 Dollars, according to the terms of
Forty Four hundred fifty and no/100 one certain note this day executed and delivered by the said
parties of the first part
to the said party of the second partand 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 assignsIN 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

Roscoe Marion Swain (SEAL)

Marjory G. Swain (SEAL)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 28th day of January,

A.D. 1946 before me the undersigned

came Roscoe Marion Swain and his wife, Marjory G. Swain a Notary Public in and for said County and State,

(SEAL)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknow-
ledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year

My Commission expires Dec. 31

1948

Pearl Erick

Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discredited.

Attest:

(Copy Seal) The Douglas County Building and Loan Association
by Pearl Erick SecretaryThis release
was written
on the original
mortgage!entered
this 22nd day
of July
1947Harold A. Beck
Reg. of Deeds
Deputy