

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of February A.D. 1946, At 1:20 P. M.

By Harold G. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 1st day of February in the year of our Lord nineteen hundred forty-six between John W. Brand and Catharine S. Brand, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Charline Fitzpatrick of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of five thousand five hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage 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:

Lot 19, less South 10 feet, and Lot 20, Block 8, University
Place, in the city of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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~~
Five thousand five hundred Dollars, according to the terms of one certain note this day executed and delivered by the said first parties 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 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 John W. Brand (SEAL)
Catharine S. Brand (SEAL)

STATE OF KANSAS, BE IT REMEMBERED, That on this 1st day of February A.D. 1946 before me the undersigned a Notary Public in and for said County and State, came John W. Brand and Catharine S. Brand, husband and wife

(SEAL) 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.

My Commission expires Oct. 3 1949 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 15th day of October A.D. 1946.

Attest:

Charline J. Fitzpatrick

This release was written on the original mortgage this 15th day of October 1946.

Harold G. Beck
Reg. of Deeds
Lawrence, Kansas