

Receiving No. 26997

## MORTGAGE RECORD 90

Registration No. 4660

Registration Fee \$47.50

The World Co. Lawrence, Kansas

FROM

Carl B. Althaus and Ruth D. Althaus, his wife  
TO

THE LAWRENCE NATIONAL BANK OF LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of

March A.D. 1946 at 11:00 A.M.

*Harold A. Beck*  
Register of Deeds.

Deputy.

THIS INDENTURE, Made this First day of March in the year of our Lord nineteen hundred  
Forty-six between

Carl B. Althaus and Ruth D. Althaus, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and The Lawrence National Bank of Lawrence, Kansas

party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Nineteen 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 party of the second part 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:

That part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Twelve (12)  
South, Range Twenty (20) East of the 6th P.M. lying South of the Right of Way of the Union  
Pacific Railroad Company, less the following described tracts:

Beginning at a point 130 feet North and 30 Feet West of the Southeast corner of  
the said Northeast Quarter (NE $\frac{1}{4}$ ); thence West 525 feet to an iron pin; thence North  
70 feet to an iron pin; thence East 525 feet to an iron pin; thence South 70 feet  
to the point of beginning, being the tract deeded to The W. J. Small Company, Inc.; and

Also, less the Right of Way of the Kansas City Kaw Valley and Western Railway Company.

The North One-half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-nine (29), less  
the following described tracts:

The Right of Way 100 feet in width of the Kansas City Kaw Valley and Western Railway  
Co Company running across the Northwest corner of said North One-half (N $\frac{1}{2}$ ) of said  
Southeast Quarter (SE $\frac{1}{4}$ ); and,

Also, less the school tract in the Northeast corner of said Southeast Quarter (SE $\frac{1}{4}$ )  
described as follows: Beginning at Northeast Corner of said Southeast Quarter (SE $\frac{1}{4}$ )  
of Section Twenty-nine (29), Township Twelve (12) South, Range Twenty (20) East of  
6th P.M.; thence South 3 Chains and 17 Links; thence West 3 Chains and 17 Links; thence  
North 3 Chains and 17 Links; thence East 3 Chains and 17 Links to the place of  
beginning, containing 1 acre more or less, and deeded to Trustees of School District  
No. 79 in Douglas County, Kansas, by Quitclaim Deed recorded in Book 3 of Deeds at  
Page 24.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
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

Dollars, according to the terms of

certain this day executed and delivered by the said

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 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, 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 heirs and assigns

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

Signed, sealed and delivered in presence of

(SEAL)

(SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this day of

County of

A.D. 19 before me

a Notary Public in and for said County and State,

came

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-  
edged 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

19

Notary Public.

## RELEASE

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

Attest: As Witness my hand, this day of

A.D. 19