

MORTGAGE RECORD 90

The World Co. Lawrence, Kansas

FROM

Wesley A. Innes Jean Innes

TO

Glenn H Allen

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

March A.D. 1946, A.M. 10:00 A.M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of March in the year of our Lord nineteen hundred and forty six between Wesley A. Innes and Jean Innes his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Glenn H Allen, of Lawrence, Douglas County Kansas

of the second part.

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

Four thousand and no/100 (\$4000.00)

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 his 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 number one hundred ninety six (186) on Tennessee Street, in the City

of Lawrence, Kansas, known as 1304 Tennessee Street.

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

Wesley A. Innes and Jean Innes

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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

Four thousand and no/100

Dollars, according to the terms of

one certain note

this day executed and delivered by the said

Wesley A. Innes and Jean Innes

to the said part Y of the second part bearing interest at the rate of 4% per cent payable semi-annually at the residence of said second party and due March 1, 1956

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 his 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 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

Wesley A. Innes

(SEAL)

Jean Innes

(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 1st day of March

XXXXXX (Seal shows Douglas County)

A.D. 1946 before me Charles D. Stough

a Notary Public in and for said County and State.

came Wesley A. Innes and Jean Innes his 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 Jan 14

1950

Charles D. Stough

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 1st day of June

A.D. 1946

Attest:

Glenn H. Allen

This release was written on the original mortgage

entered this 1st day of June 1946

Harold A. Beck
Reg. of Deeds
David J. Tolson
Deputy