

Receiving No. 27345

MORTGAGE RECORD 90

Registration No. 4724

Registration Fee \$13.75

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

March A.D. 1946, At 10.05 A.M.

Harold G. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 23rd day of March in the year of our Lord nineteen hundred

forty-six between

Ruben S. Fox and Annabel Fox, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Emma H. McClure

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 to the said party 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:

Beginning at the Northwest corner of Lot Numbered One (1), Block Three (3), Cranson's Subdivision of Block Fifteen (15) Babcock's Enlarged Addition to the City of Lawrence; thence East 120 feet to the East line of Lot 2 in said Block 3; thence South 50 feet; thence West 120 feet to West line of Lot 1 in said Block 3; thence North 50 feet to the place of beginning

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

Ruben S. Fox and Annabel Fox

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 ~~XXXXXX~~ Five Thousand Five Hundred

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Ruben S. Fox and Annabel Fox

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 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 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 party 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

Ruben S. Fox (SEAL)

Annabel Fox (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 23rd day of March

XXXXXX Douglas County ss.

A.D. 1946 before me Evelyn Jordan

came Ruben S. Fox and Annabel Fox, his wife,

to me personally known to be the same persons 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.

(SEAL)

My Commission expires October 8 1948 Evelyn Jordan 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 23rd day of August A.D. 1946

Attest:

G. J. Landt

Emma H. McClure

Overbrook, Mo.

This release was written on the original mortgage.

entered this day of September 1947

Harold G. Beck
Reg. of Deeds
Deputy