

Receiving no. 27477

MORTGAGE RECORD 90

Reg. no. 4758

Fee paid \$7.50

The World Co., Lawrence, Kansas

FROM

H.L. Surber and his wife, Ollie Surber

TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

April

A.D. 19 46 At 8:05 A. M

Harold A. Beck

Register of Deeds

By

Deputy.

THIS INDENTURE, Made this 28th day of March in the year of our Lord nineteen hundred forty six between H.L. Surber and his wife, Ollie Surber

of Lawrence in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three 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 part y 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. Ninety Nine (99) on New York Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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 incumbrances

This grant is intended as a mortgage to secure the payment of the sum of Three thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part

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 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, 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 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 s the day and year first above written.

Signed, sealed and delivered in presence of

H L Surber

(SEAL)

Ollie Surber

(SEAL)

STATE OF KANSAS,

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

A.D. 1946 before me the undersigned

came H.L. Surber and his wife, Ollie Surber a Notary Public in and for said County and State,

(SEAL)

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.

My Commission expires Dec 51

19 48

Earl Enick

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 2nd day of April A.D. 1946

Attest:

The Douglas County Building and Loan Association
By Earl Enick
Secretary

(Copy Seal)

This release was written on this original mortgage entered this 2nd day of April 1946

Harold A. Beck

Reg. of Deeds