

Receiving no. 27520

MORTGAGE RECORD 90

Reg. no. 4766

Fee paid \$1.00

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of

April A.D. 1946, At 8:35 A.M.

Eugene Washington and Aline Washington his wife

TO

Paul M. Kelly

By _____ Deputy.

THIS INDENTURE, Made this 22 day of March In the year of our Lord nineteen hundred forty-six between Eugene Washington and Aline Washington his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Paul M. Kelly

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four hundred twenty five 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 twenty nine (29) thirty (30) and thirty-one (31) and the East 1/2 of Lot thirty-two (32) on Garfield Street in Doane's Subdivision of Block number (7) in Earls Addition to the city of Lawrence, in 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 grantors 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 Four hundred twenty-five Dollars, according to the terms of one certain note this day executed and delivered by the said Eugene Washington and Aline Washington his wife 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 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 parties making such sale, on demand, to said Paul M. Kelly his heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of Eugene Washington (SEAL)
Aline Washington (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 22 day of March
Douglas County, }
A.D. 1946 before me E. B. Martin a Notary Public in and for said County and State,
came Eugene Washington and Aline Washington

(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 Sept. 17 1949 E. B. Martin 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 16 day of March A.D. 1946

Attest:

Paul Kelly

This release was written on the original mortgage entered this 17 day of March 1946
Harold A. Beck
Reg. of Deeds
Deputy