

Receiving No. 27566

MORTGAGE RECORD 90

Registration No. 4774
Registration Fee \$.50

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

April A.D. 1946, At 10:20 A.M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 5th day of April in the year of our Lord nineteen hundred 46 between

Chester C. Mowder and Maud T. Mowder his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Leslie L. Halberg

of the second part.

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

One Hundred and Seventy-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 parties 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:

Lots Forty (40) and Forty-two (42) New Jersey Street, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 One Hundred and Seventy Five

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 parties 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 parties 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 parties of the first part heirs and assigns

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

Signed, sealed and delivered in presence of

Chester C. Mowder (SEAL)

Maud T. Mowder (SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 5th day of April

A.D. 1946 before me, Joe Traylor

Notary Public in and for said County and State, came Chester C. Mowder and Maud T. Mowder 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.

(SEAL) 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 Oct. 30 1946 Joe Traylor 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 20 day of August A.D. 1947

Attest: *Leslie L. Halberg*

This release was written on the original mortgage

I entered this 20 day of August 1947

Harold A. Beck
Reg. of Deeds
Deputy