

Receiving no. 27594

## MORTGAGE RECORD 90

Reg. no. 4775  
Fee paid \$10.00

The World Co., Lawrence, Kansas

FROM  
Edward R. Deckwa and Nabel L. Deckwa  
TO  
Wellsville Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of  
April A.D. 1946 at 11:10 P.M.

By Harold G. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 10th day of April In the year of our Lord nineteen hundred  
forty six between Edward R. Deckwa and Nabel L. Deckwa, husband and wife

of Lawrence In the County of Douglas and State of Kansas  
of the first part, and The Wellsville Bank

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Four thousand & 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 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. one hundred four (104) on Rhode Island Street in City  
of 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  
whatsoever

This grant is intended as a mortgage to secure the payment of the sum of  
Four thousand & 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 of the second part with interest at the rate of five percent per annum, said note to run  
for a period of ten years 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 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, to-  
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the said part 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 hand and seal the day  
and year first above written.

Signed, sealed and delivered in presence of Edward R. Deckwa (SEAL)  
Nabel L. Deckwa (SEAL)

STATE OF KANSAS, ) BE IT REMEMBERED, That on this 10th day of April  
County of Douglas County ss.

A.D. 1946 before me Alwila Burris a Notary Public in and for said County and State,  
came Edward R. Deckwa and Nabel L. Deckwa, husband and wife

(SEAL)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknow-  
ledged 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 December 22 1946 Alwila Burris 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 9th day of August A.D. 1947

Attest:

H. E. Beck (Clerk)  
Clerk

Harold G. Beck  
Register of Deeds

This release  
was written  
on the original  
mortgage  
this 14th day  
of August  
1947

Harold G. Beck  
Reg. of Deeds  
Deputy