

Receiving No. 27824

## MORTGAGE RECORD 90

Reg. No. 4810  
Fee Paid \$5.00

The World Co., Lawrence, Kansas

FROM  
Arthur C. Miller and his wife Clarice Miller  
TO  
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 23rd day of  
April A.D. 1946, At 11:46 A.M.  
*Harold A. Beck*  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 15th day of April in the year of our Lord nineteen hundred  
forty six between Arthur C. Miller and his wife, Clarice Miller

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  
Two 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:

The west One acre of the following described tract of land: Commencing at the North  
West corner of the North West Quarter of Section Twenty (20), Township Twelve (12)  
Range Twenty (20), thence South 14 rods, thence East 80 rods, thence North 14 rods,  
thence West 80 rods to the place of beginning, excepting from said West one acre,  
however, the lands heretofore conveyed to the Board of County Commissioners of Douglas,  
County, Kansas, as shown by the Warranty Deed recorded in Deed Book 105, Page 4 of the  
records in the office of the Register of Deeds of Douglas County, Kansas, and containing  
16/100 of an acre the lands herein conveyed containing 15/16 of an acre, more or less.

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  
Two 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, to-  
gether 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 hand and seal the day and  
year first above written.

Signed, sealed and delivered in presence of

Arthur C. Miller (SEAL)

Clarice Miller (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 22nd day of April  
County of Douglas County } ss.  
A.D. 1946 before me the undersigned a Notary Public in and for said County and State,  
came Arthur C. Miller and his wife, Clarice Miller

to me personally known to be the same persons 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.

(SEAL) My Commission expires Dec 31 1948 Pearl 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 15th day of September A.D. 1947  
Attest: (Cory Leal) The Douglas County Building and Loan Association  
by Pearl Enick Secretary

This release  
was written  
on the original  
mortgage  
this 15th day  
of Sept  
1947

*Harold A. Beck*  
Reg. of Deeds  
Deputy