

The World Co. Lawrence, Kansas

FROM

Elvin W. Akers and his wife Doris Margery Akers

TO

Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of

April A.D. 1946, at 2:32 P.M.

Harold G. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 22th day of April in the year of our Lord nineteen hundred forty-six between Elvin W. Akers and his wife, Doris Margery Akers

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 Twenty Seven Hundred 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 party 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 Thirty Four (134) on Rhode Island Street, in the City of Lawrence.

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 Twenty Seven Hundred 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 party 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 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 party 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 surplus, if any there be, shall be paid by the party 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 seals the day and year first above written.

Signed, sealed and delivered in presence of

Elvin W. Akers (SEAL)

Doris Margery Akers (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 22th day of April County of Douglas, County A.D. 1946 before me, the undersigned a Notary Public in and for said County and State, came Elvin W. Akers and his wife, Doris Margery Akers

(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 May 5 1948 Ruth V. Myers 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 1st day of April A.D. 1946 Attest: ANCHOR SAVINGS ASSOCIATION, Successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION formerly DOUGLAS COUNTY BLDG & LOAN ASSN

(Corp Seal)

J. Dean Nofsinger Vice-President

This release was written on the original mortgage and filed this 22 day of April 1946

Harold G. Beck
Reg. of Deeds

Deputy