

Receiving No. 28088

MORTGAGE RECORD 90Reg. No. 4871
Fee Paid \$10.00

The World Co., Lawrence, Kansas

FROM THE PARTIES OF THE FIRST PART
 Emery G. Kennedy and his wife, Irma L. Kennedy
 TO
 The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15th day of
 May A.D. 1946, at 2:20 P.M.

Harold A. Beck
 Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 11th day of May in the year of our Lord nineteen hundred
 between Emery G. Kennedy and his wife, Irma L. Kennedy

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
 Four 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 East Half of Lot No. Six (6) in Block No. Four (4) in Lane's First Addition,
 an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 108 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
 Four 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 Emery G. Kennedy (SEAL)
 Irma L. Kennedy (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 15th day of May
 County of Douglas County }
 A.D. 1946 before me the undersigned a Notary Public in and for said County and State,
 came Emery G. Kennedy and his wife Irma L. Kennedy

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
 edged 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.

Attest: As Witness my hand, this 13th day of September A.D. 1948

(Co. p. deal) *The Douglas County Building and Loan Association*
 By *Pearl Enick* Secretary

This release
 was written
 on the original
 mortgage
 entered
 this 13th day
 of September
 1948

Harold A. Beck
 Register of Deeds
Donald J. Shank
 Deputy