

The World Co., Lawrence, Kansas

FROM THE RECORDS OF THE

STATE OF KANSAS, DOUGLAS COUNTY, ss.

John P. Kliever and his wife, Esther D. Kliever
TOThis instrument was filed for record on the 16 day of
May A.D. 1946, At 2:05 P.M.

The Douglas County Building and Loan Association

By Harold A. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this 14th day of May in the year of our Lord nineteen hundred
forty six between

John P. Kliever and his wife, Esther D. Kliever

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
Forty Three 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:All of Lot No. Fifty Eight (58) and the West 10 feet of Lot No. Fifty Nine (59) in
Breededale, an Addition to the City of Lawrencewith 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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of
Forty Three 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 partand 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 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, to-
gether with the cost and charges of making such sale, and the overplus, 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 assignsIN 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 John P. Kliever (SEAL)
Esther D. Kliever (SEAL)STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 16th 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 John P. Kliever and his wife, Esther D. Kliever(SEAL) 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.

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.

Attest: As Witness my hand, this 5th day of December A.D. 1955

(Exp Seal)

The Douglas County Building and Loan Association
By Pearl F. Emick, SecretaryThis release
was written
on the original
mortgage
entered
this 16th day
of December
1946Harold A. Beck
Reg. of Deeds
Deputy