

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

Joseph C. Hertz and Arline A. Hertz,
husband and wife
TO

Lawrence Loan & Finance Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23rd day of
May A.D. 1946, At 11:10 A. M.*Harold C. Beck*
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 22nd day of May In the year of our Lord nineteen hundred
Forty Six between Joseph C. Hertz & Arline A. Hertz, husband and wifeof Lawrence in the County of Douglas and State of Kansas parties
of the first part, and Lawrence Loan & Finance Co.
Lawrence, Kansas, Parties of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of Six hundred Nineteen &
20/100 DOLLARSto 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 parties of the second part their 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:Lots # Three (3)- Four (4)- Five (5)- Six (6)- Seven (7)- Eight (8) both inclusive,
in West Manor, Given Court, a subdivided tract, adjacent to the City of Lawrence,
Kansas, said property being commonly described as #2234 Tennessee Street,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 partdo 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 incumbrancesexcept a first and prior lien to Mrs. Charlene Fitzpatrick in
the original amount of \$4,000.00.
This grant is intended as a mortgage to secure the payment of the sum of Six hundred Nineteen & 20/100Dollars, according to the terms of
one certain note this day executed and delivered by the said
parties of the first part

to the said parties 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 parties of the
second part their 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 parties 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

Joseph C. Hertz (SEAL)

Arline A. Hertz (SEAL)

STATE OF KANSAS, BE IT REMEMBERED, That on this 22nd day of May
County of Douglas County ss.
A.D. 1946 before me D. O. Phelps a Notary Public in and for said County and State,
came Joseph C. Hertz and Arline Hertz, husband and wifeto me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
edged the execution of the same.
(SEAL) 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 Nov. 14, 1949 19 D. O. Phelps 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 2nd day of August A.D. 1946.

Attest:

Lawrence Loan & Finance Co.
E. Rice, (Phelps)
*Chancellor*This release
was written
on the original
mortgage
entered
this 2nd day
of August
1946*Harold C. Beck*
Reg. of Deeds