

The World Co., Lawrence, Kansas

FROM DONALD A. BACK

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Scott

TO

Kelly

This instrument was filed for record on the 4 day of June

A.D. 1946, At 3:00 P.M.

By Donald A. Back Register of Deeds.

Deputy.

THIS INDENTURE, Made this 3rd day of June in the year of our Lord nineteen hundred Forty-Six between Henry L. Scott and Bertie Scott His wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Martin E. Kelly of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand (\$1000.00) 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 H is 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 N. One Hundred Thirty Three (133) on New York 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 Grantors 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 One Thousand (\$1000.00) Dollars, according to the terms of one certain Note this day executed and delivered by the said Henry L. Scott and Bertie Scott His wife 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 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 his 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said Henry L. Scott and Bertie Scott Their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal on the day and year first above written.

Signed, sealed and delivered in presence of Henry L. Scott (SEAL)  
Bertie Scott (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 3rd day of June  
County of Douglas, } ss.

A.D. 1946 before me, Frank Fox a Notary Public in and for said County and State, came Henry L. Scott and Bertie Scott, his wife

(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 July 7 1948 Frank Fox 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 20th day of May, A.D. 1946.

Attest: Halter Lloyd Martin E. Kelly

This release was written on the original mortgage entered on this 25 day of May 1946.

Donald A. Back  
Reg. of Deeds  
Deputy