

MORTGAGE RECORD 90

Receiving No. 26425

Registration No. 4841

Fees Paid \$1.50

The World Co., Lawrence, Kansas

FROM

Stephen Dimery and Kathryn E. Dimery his wife

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7th day of

June A.D. 1946, At 2:00 P.M.

Harold H. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this sixth day of June in the year of our Lord nineteen hundred and forty six between

Stephen Dimery and Kathryn E. Dimery, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Lawrence Loan and Finance Company, Lawrence, Kansas, parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six hundred and forty five 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 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:

Lot No. one hundred forty-nine (149) on New Jersey Street, in the City of Lawrence, Douglas County, Kansas

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 whatsoever

This grant is intended as a mortgage to secure the payment of ~~the sum of~~ Six hundred and forty five 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 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, together with the cost and charges of making such sale, and the surplus, 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 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 Stephen Dimery (SEAL)
Kathryn E. Dimery (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 6th day of June
County of Douglas } ss.
A.D. 1946 before me D. O. Phelps a Notary Public in and for said County and State,
came Stephen Dimery and Kathryn E. Dimery, 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 Nov. 14, 1949 to 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 28th day of May A.D. 1946

Attest:

R. G. Lawrence

Fred Redinger

This release was written on the original mortgage entered this 28th day of May 1946

Harold H. Beck
Reg. of Deeds
Deputy

This assignment see Book 94 page 235