

MORTGAGE RECORD 90

Receiving No. 25435

Registration No. 4944
Per. paid \$5.25

The World Co., Lawrence, Kansas

FROM

Homer L. McKinley and his wife, Martha E.
TO McKinley

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of
June A.D. 1946, At 9:38 A.M.*Harold A. Rich*
Register of Deeds.

Deputy.

THIS INDENTURE, Made this 28th day of May in the year of our Lord nineteen hundred
forty six between

Homer L. McKinley and his wife, Martha E. McKinley

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 part 1st of the first part, in consideration of the sum of

Twenty One 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 part 2nd 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:Lots Nos. Sixteen (16), Seventeen (17) and Eighteen (18) in Addition Five
(5) in that part of the City of Lawrence, formerly known as North Lawrence.with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Twenty One 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 part 2nd 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 2nd 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 2nd making such sale, on
demand, to said parties of the first part, their heirs and assignsIN WITNESS WHEREOF, The said part 1st 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

Homer L. McKinley (SEAL)

Martha E. McKinley (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 7th day of June

County of Douglas, ss.

A.D. 1946 before me the undersigned

a Notary Public in and for said County and State,

came

Homer L. McKinley and his wife, Martha E. McKinley

(SEAL)

to me personally known to be the same person 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 Dec. 31 1948

Pearl Ewick

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 16th day of

April A.D. 1957
The Douglas County Building and Loan Association

Attest:

*Corpe Seal**By Earl Conick*
SecretaryThis release
was written
on the original
mortgage
entered
this 13th day
of April
1946*Harold A. Rich*
Reg. of Deeds
Barbara Secker
Deputy