

MORTGAGE RECORD 90

Receiving No. 28481

Registration No. 4958

Fees paid \$6.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

John F. Metsker and his wife, Pearl E. Metsker

June A.D. 1946 At 8:54 A. M.

TO

Harold A. Bick
Register of Deeds.

The Douglas County Building and Loan Association By

Deputy.

THIS INDENTURE Made this 10th day of June in the year of our Lord nineteen hundred

Forty-six between

John F. Metsker and his wife, Pearl E. Metsker

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 Seven Hundred Fifty 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:

Lot No. Thirteen (13) in Block No. Twenty Six (26), Sinclair's Addition to the City of Lawrence, Kan., as shown on the City Plat

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 ~~Twenty Seven Hundred Fifty and no/100~~ Twenty Seven Hundred Fifty 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 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 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, together 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 assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

John F. Metsker (SEAL)

Pearl E. Metsker (SEAL)

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 11th day of June

A.D. 1946 before me the undersigned a Notary Public in and for said County and State, came John F. Metsker and his wife, Pearl E. Metsker

(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 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.

As Witness my hand, this 26th day of November A.D. 1946

(Comp Seal)

The Douglas County Building and Loan Association

By Paul J. Gough
Secretary

This release was written on the original mortgage, but entered this 26th day of November 1946

Harold A. Bick
Reg. of Deeds
County of Douglas