

Receiving No. 28533

# MORTGAGE RECORD 90

Registration No. 4959  
Fees Paid \$15.00

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
TO	This instrument was filed for record on the 15 day of June A.D. 1946, At 9:40 A.M.
	By <u>Harold C. Beck</u> Register of Deeds.
	Deputy.

THIS INDENTURE, Made this 14th day of June in the year of our Lord nineteen hundred Forty-six between Robert M. Still and Melba Still, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Arthur S. Peck of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six thousand and no/100 (\$6000.00) 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 his 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. Eight (8) and the South Half of Lot No. Seven (7) all in Block No. Thirteen (13) in University Place, an addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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 Six Thousand Dollars, according to the terms of a certain Note this day executed and delivered by the said first parties to the said part y 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 y 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 part y making such sale, on demand, to said first parties their heirs and assigns

IN 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 Robert M. Still (SEAL)  
Melba Still (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 14 day of June A.D. 1946 before me the undersigned a Notary Public in and for said County and State, came Robert M. Still and Melba Still, husband and 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 April 20 1949 C. B. Holmes 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 1st day of July A.D. 1947. Attest: L. E. Ely Arthur S. Peck

This release was written on the original mortgage. I entered this day of July 1947. Harold Beck Reg. of Deeds