

The World Co., Lawrence, Kansas

FROM

Harvey J. McArthur and his wife, Madge E. McArthur
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of

June A.D. 1948 At 10:36 A.M.

Register of Deeds.

By Deputy.

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

Harvey J. McArthur and his wife, Madge E. McArthur

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 parties of the first part, in consideration of the sum of
Eighty Two Hundred and no/100 DOLLARSto 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 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:

The South 2 acres of the following described tract of land: Beginning 38 rods East
of the Northwest corner of the Southwest Quarter of the Southeast Quarter, Section Six
(6), Township Thirteen (13), Range Twenty (20), thence South 20 rods, thence East to
Right of Way of the Leavenworth, Lawrence and Galveston (now Atchison, Topeka and Santa
Fe Railway Company) thence in a Northerly direction along said right of way to the North
line of the South Half of said Southeast Quarter, thence West to the place of beginning,
containing 5½ acres, more or less

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

This grant is intended as a mortgage to secure the payment of ~~the sum of~~ Eighty Two 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 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 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, to-
gether 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 parties of the first part, 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

Harvey J. McArthur (SEAL)

Madge E. McArthur (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 3rd day of June
County of Douglas County } ss.
A.D. 1948 before me the undersigned a Notary Public in and for said County and State,
came Harvey J. McArthur and his wife, Madge E. McArthur

(SEAL)

to me personally known to be the same person as 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 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 day of A.D. 19

Attest: