

Receiving No. 28734

MORTGAGE RECORD 90

Registration No. 4991
Fees Paid \$1.00

The World Co., Lawrence, Kansas

FROM

Wilford Brown and his wife, Fredericka V. Brown
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of

June A.D. 1946 At 9:32 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 27th day of June in the year of our Lord nineteen hundred forty six between

Wilford Brown and his wife, Fredericka V. Brown

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

Four Hundred and 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:

Beginning at a point on the West boundary line of fractional lot No. 39 on Delaware Street and 74 feet South of the Northwest corner of fractional Lot No. 37 on said Street, thence South on the West boundary line of fractional Lots 39 and 41 on said Street 40 feet; thence East and parallel with the North line of said Lot No. 37, 117 feet; thence North 40 feet; thence West to place of beginning, being part of fractional Lots 39 and 41 on Delaware Street in the original townsite of Lawrence and part of Lot No. 1, in Section 31, Township 12, Range 20, all in the City of Lawrence,

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 Four 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 party 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

Wilford Brown (SEAL)

Fredericka V. Brown (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 27th day of June

County of Douglas, County

A.D. 1946 before me the undersigned

a Notary Public in and for said County and State,

came Wilford Brown and his wife, Fredericka V. Brown

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

(SEAL)

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 27th day of April

A.D. 1947

Attest:

(Corporate Seal)

The Douglas County Building and Loan Association

By Paul G. Jones
Secretary

This release was written on the original mortgage entered this 28 day of April 1947.

Harold A. Beck
Reg. of Deeds
Deputy