517 Receiving No. 28924 - MORTGAGE RECORD 90 Registration No. 5028 Fees Faid \$6:00 -The World Co., Lawrence, Kansas A LITE FROM TOF SECOND TO STITE STATE OF KANSAS, DOUGLAS COUNTY, 85. This instrument was filed for record on the 12 day of S Loring & R. A. McManness and his wife Mindia McManness A.D., 1946, A: 9:03 . July A. M 6 TO Narold G. Black Register of Deeds. The Douglas County Building and Loan Association By Deputy. --- THIS INDENTURE, Made this 10th _____ day of _____ July in the wear a four Land nime hand had .D. 1946 . between R. A. McManness and his wife Mindia McManness Lawrence of in the County of_____ Douglas and State of Kansas of the first part, and _____ The Pouglas County Building and Loan Association____ _of the second part. WITNESSETH, That the said partiqSof the first part, in consideration of the sum of_____ 121 Twenty Three Hundred Seventy Five and no/100 DOLLARS to the County of Douglas, and State of Kansas, described as follows, to-wit: Lots No. Nine (9) and Eleven (11) on Connecticut Street, in the City of Lawrence. -6 with all the appurtenances, and all the estate, title and interest of the said part_105of 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 mant is intended as a mortgage to secure the payment of the sum of _____ Twonty-Three-Hundred-Seventy-Five-and-no/100 Dollars, according to the terms of _ certain _____ one note _____this day executed and delivered by the said_____ parties of the first part to the said part y____of the second part____ 0) 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 conveyence 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 <u>its</u> 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 1987 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 ha Ve hereunto set their hand 5 and seal 3 the day and year first above writte R. A. McManness (1). [1] Signed, scaled and delivered in presence of -(SEAL) 115 Mindiar McManness ┃. (SEAL) STATE OF KANSAS, BE IT REMEMBERED, That on this 11th day of July County of Douglas County 243.3.00 the undersigned A.D. 19 46 before me a Notary Public In and for said County and State, R. A. McManness and his wife, Mindia McMannoss came (SEAL) to me personally known to be the same person. who executed the foregoing instrument of writing and duly acknowl-cdged 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. 6 1948_____Pearl Emick_ My Commission expires Dec. 31 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 3nd day of au A.D. 19-20 The Dauglas Causty By Deard - 91 leal) O.L. 10 tp. 20 and Son Builde arl Comice Jeneta