

Receiving No. 29159

MORTGAGE RECORD 90

Registration No. 5068
Fees Paid \$3.00

The World Co. Lawrence, Kansas

FROM

Leon Garcia

TO

Una S. Kreider

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31st day of

July, A.D. 1946, At 1:35 P. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 30th day of July in the year of our Lord nineteen hundred and Forty-six between

Leon Garcia and Erminia Garcia, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Una S. Kreider

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

One thousand one hundred sixty and 16/100

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 part Y of the second part her 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. Thirty Eight (38) on Garfield Street, Donno's Subdivision of Block No.
Seven (7) of Earl's Addition to 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 \$1,160.16

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 her 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 hands and seals the day and year first above written.

Signed, sealed and delivered in presence of Leon Garcia (SEAL)
Erminia Garcia (SEAL)STATE OF KANSAS, } BE IT REMEMBERED, That on this 30 day of July
County of Douglas }
A.D. 1946 before me Karl M. Kreider a Notary Public in and for said County and State,
came Leon Garcia and Erminia Garcia, his 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 Nov 10 1947 Karl M. Kreider 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 14 day of September A.D. 1946

Attest: Karl M. Kreider

Una S. Kreider

This release was written on the original mortgage. I entered this 17 day of Sept. 1946.
Harold A. Beck
Reg. of Deeds
Deputy