

Receiving No. 30055

MORTGAGE RECORD 90

Reg. No. 5221

Fee Paid \$12.50

The Wolf, Lawrence, Kansas

FROM

Lawrence M. Davis and Roy L. Davis Jr. (both single)

TO

A. F. Baker or Augusta Baker

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of

October

A.D. 1946

At 3:25

P. M.

Harold A. Baker

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 4th day of June 1946 between

Lawrence M. Davis and Roy L. Davis, Jr. (both single)

of Baldwin in the County of Douglas and State of Kansas
of the first part, and A. F. Baker or Augusta Baker

of the second part.

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

Five thousand -

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 parties of the second part their 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-East Quarter of the North-West Quarter of Section 10; The West One-half of the West one-half of the South one-half of the North-East Quarter of Section 10; And beginning at the North-East corner of the North-West Quarter of Section, thence West forty (40) rods, thence South Eight (80) rods, thence East forty (40) rods, thence North eighty (80) rods to place of beginning, all in Township Fifteen (15), Range Twenty (20), Douglas County, Kansas,

STATE OF NEW MEXICO)

BERNALILLO COUNTY, ss.

BE IT REMEMBERED, That on this --- day of July 27 A. D. 1946 before me the undersigned, a Notary Public in and for said County and State, came Lawrence M. Davis to me personally known to be the same person who executed the foregoing instrument or 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.

(SEAL) My Commission Expires May 18, 1950

Joseph Feinsilver
Notary Public

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

Five Thousand -

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Lawrence M. Davis and Roy L. Davis Jr.

to the said parties 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 parties of the second part their 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 parties making such sale, on demand, to said Lawrence M. Davis and Roy L. Davis Jr., 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

Lawrence M. Davis (SEAL)

Roy L. Davis Jr. (SEAL)

STATE OF KANSAS (MISSOURI)

ss.

BE IT REMEMBERED, That on this 7th day of August

Oscar J. Jackson

A.D. 1946 before me the undersigned

a Notary Public in and for said County and State,

came Roy L. Davis Jr.

to me personally known to be the same person 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 Jan 12th 1947 Walter C. Walker 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 8th day of June A.D. 1947

Attest:

A. F. Baker

This release was written on the original mortgage entered this 8th day of June 1947

Harold A. Baker
Reg. of Deeds
Barbara Becker
Deputy

Star Release of Mortgage - See Book 139 Page 203