

BOOK 94
MORTGAGE

THIS INDENTURE, Made this eleventh day of August September in the year of our Lord one thousand nine hundred and forty-eight between Robert S. McDonough and Mary Jo McDonough, his Wife, as Joint Tenants with Right of Survivorship, and not as tenants in common of Lawrence in the County of Douglas in the State of Kansas of the first part and Robert F. Frakes and Mildred M. Frakes, his Wife, as Joint Tenants with Right of Survivorship, and not as tenants in common of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Nine Hundred 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 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:

East One-half of Lot 143, Addition 2, in that part of the City of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of said part ies of the first part therein. And the said Robert S. McDonough and Mary Jo McDonough

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will WARRANT AND DEFEND the same, and that the same is free and clear of all incumbrances,

except a certain first mortgage given to The Northwestern Mutual Life Insurance Company, Milwaukee, Wisconsin

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Nine Hundred Dollars

according to the terms of a certain promissory note of such amount, executed on July 8, 1948 by said first parties to the said part ies of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance against loss by fire on the building thereon, to the amount of \$none in some good company, approved by the grantee and payable to the grantee in case of loss, is not kept thereon, then this conveyance shall become absolute, and the whole 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, appraisement hereby waived or not, at the option of the parties of the second part their executors, administrators and assigns, and out of all the moneys arising from such sale to retain the amount then due for the principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to the said second parties

their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereupon set their hands and seal the day and year first above written.
Signed, Sealed and Delivered in presence of

X Robert S. McDonough (SEAL)
X Mary Jo McDonough (SEAL)

STATE OF KANSAS
DOUGLAS County, ss.

BE IT REMEMBERED, That on this 11th day of September

A.D. 1948, before me the undersigned

in and for said County and State came Robert S. McDonough and

Mary Jo McDonough, his wife,

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

IN WITNESS WHEREOF I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

Notary Public.



My commission expires April 17 1951

Recorded September 11, 1948 at 11:05 A.M.

RELEASE OF MORTGAGE For value received we hereby acknowledge full satisfaction of the within Mortgage and authorize the same cancelled of record June 18, 1949 Robert S. Frakes Mildred M. Frakes

Harold A. Beck Register of Deeds.