

**This Indenture**, Made this 1st day of May  
A. D. 19 53, between Bernard L. Miller and his wife, Helen Miller

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 part ies of the first part, in consideration of the sum of  
Four Thousand and no/100----- DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 the South East corner of the South Half of the West  
Half of Block No. Thirty One (31) in that part of the City of  
Lawrence, known as West Lawrence, thence North 300 feet, thence West  
95 feet, thence South 300 feet, thence East 95 feet to the point  
of beginning.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Four Thousand 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 successors 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 costs 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 part ies of the first part ha ve hereunto set their  
hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of  
Mr. Bernard L. Miller (SEAL)  
Mrs. Helen Miller (SEAL)

STATE OF KANSAS }  
Douglas County. } ss. (SEAL)

**Be It Remembered**, That on this 1st day of May A. D. 19 53  
before me, the undersigned, a Notary Public  
in and for said County and State, came Bernard L. Miller and his  
wife, Helen Miller  
to me personally known to be the same persons 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 January 13th 1956 John E. Gurnick Notary Public.

recorded May 1, 1953 at 9:10 A. M.

Richard Beck Register of Deeds

*Release*  
The note herein recorded, having been paid in full, this one being not being  
renewed, and the same thereby terminated, all charges, as well as interest, and,  
this 25th day of May A.D. 1953

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May  
35

*(copy)*  
The Douglas County Building and Loan Association  
by \_\_\_\_\_ Secretary

Security