

This Indenture,

Made this 18th day of July
A. D. 19 53, between Earnest Day and his wife, Millie J. Day

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
Seven Hundred 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:

The West Five (5) acres of the following described two tracts to-wit:
The North East Quarter of the South East Quarter of the North West Quarter of Section Twenty Five (25) and a strip of land Three (3) rods wide off of the North side of the South East ten (10) acres of the South Half of said Quarter Section, reserving a strip 30 feet wide off the South side of said last described tract for a road, all being in Township Twelve (12) South of Range Nineteen (19) East of the Sixth Principal Meridian, more clearly described as follows: Beginning at a point 610.5 feet North and 661.24 feet West of the center 1/4 corner of said Section 25, thence North 710.62 feet, thence East 306.5 feet, thence South 710.62 feet, thence West 306.5 feet to point of beginning, containing 5 acres.

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 owners 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 Seven Hundred 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

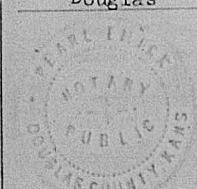
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due 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
Earnest Day (SEAL)
Millie J. Day (SEAL)

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

Be It Remembered, That on this 21ST day of July A. D. 19 53
before me, the undersigned, a Notary Public
in and for said County and State, came Earnest Day and his wife,
Millie J. Day
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 Dec 31 1956 Pearl Emick Notary Public.



Recorded July 22, 1953 at 9:20 A. M. W. Frank Beck Register of Deeds.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. In witness my hand, Pearl Beck this 4th day of June A. D. 1954.

The Douglas County Building and Loan Association
By Pearl Beck Secretary