

52433 BOOK 106

This Indenture,

Made this 4th day of June

A. D. 19 54, between Mabel J. Richardson, an unmarried woman, and Ernest C. Plath and his wife, Opal J. Plath

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 1st. of the first part, in consideration of the sum of
 Forty Six Hundred Fifty 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 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:

Lot No. Two (2) in Hosford's Second Addition, an Addition to the
 City of Lawrence, also, Lot No. Twelve (12) in The Olmstead
 Sub-Division, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st. 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 Forty Six Hundred Fifty and no/100
 -----Dollars, according to the terms of one certain note this day executed and delivered by the said
 part 1st. of the first part to the said part 2nd. 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 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 surplus, 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 1st. of the first part has hereunto set their
 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Mabel J. Richardson (SEAL)
 Ernest C. Plath (SEAL)
 Opal J. Plath (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 5th day of June A. D. 19 54

before me, the undersigned, a Notary Public in and
 for said County and State, came Mabel J. Richardson, an unmarried
 woman and Ernest C. Plath and his wife, Opal J. Plath

to me personally known to be the same person as 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.



JANUARY 13th, 19 56

John C. Emick
 Notary Public

Recorded June 7, 1954 at 9:30 A. M.

RELEASE

Nazell P. Beck Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released, and the lien
 thereby created is discharged. As Witness my hand this 11th day of June 1955

The Douglas County Building and Loan Association
 By Ruth M. Sawyer
 Ass't Secretary

(Corp. Seal)

For Release of Mortgage see Book 138 Page 413
 For Release see Book 136 Page 569