

53337 BOOK 107

**This Indenture,** Made this 7th day of September  
A. D. 1954, between Orland L. Miller and his wife, Velma B. 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 1st of the first part, in consideration of the sum of  
Five Thousand 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:

A tract of land beginning 100 feet North of the Southeast corner of  
Block No. Thirty (30) on Wisconsin Street, in that part of the  
City of Lawrence, known as West Lawrence, thence North 50 feet along  
Wisconsin Street, thence West 125 feet, thence South 50 feet, thence  
East 125 feet to the place of beginning.

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 Five Thousand 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 1st of the second part

and this conveyance shall be void if such payments be made as herein spec-  
ified. 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 retake 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 1st of the first part have hereunto set their  
hands and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Orland L. Miller (SEAL)  
Velma B. Miller (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS  
Douglas County, ss.

Be It Remembered, That on this 8th day of September A. D. 19 54

before me, the undersigned, a Notary Public in and  
for said County and State, came Orland L. Miller and his wife,  
Velma B. Miller  
to me personally known to be the same person B 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

May 5 19 58

Reverend M. Sawyer Notary Public

Recorded September 8, 1954 at 2:20 P.M.

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 10th day of December 1954.

The Douglas County Building and Loan Association  
by Ruth A. Sawyer  
Ass't Secretary

(Copy Seal)

4th  
January  
55  
Mark A. Beck  
Mark Jensen