

Reg. No. 10494
Fee Paid \$12.50

53426 BOOK 107

This Indenture,

Made this 3rd day of September

A. D. 1954, between Pearl Kitsmiller, an unmarried woman

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 Y of the first part, in consideration of the sum of Five Thousand and no/100----- DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 East One Half of Lot No. Eight (8) in Block No. Nine (9), in Haskell Place, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is 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 Five thousand and no/100----- Dollars, according to the terms of one certain note this day executed and delivered by the said part Y of the first part to the said part Y 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 party of the first part, her heirs and assigns.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Pearl Kitsmiller (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
Douglas County,

ss.

Be It Remembered, That on this 15th day of September A. D. 1954

before me, the undersigned, a Notary Public in and for said County and State, came Pearl Kitsmiller, an unmarried woman

to me personally known to be the same person 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 September 15, 1954 at 1:25 P.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created is discharged. As witness my hand and seal of office.

(Comp. Seal)

Harold T. Beck Register of Deeds.
The Douglas County Building and Loan Association
by Ruth M. Sawyer Ass't Secretary