

53921 BOOK 107

This Indenture,

Made this 29th day of October

A. D. 1954, between Kieth S. Cloepfil and his wife, Jane Q. Cloepfil

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 Four 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: The North West Quarter of the South West Quarter of the South West Quarter of Section One (1), and the West 8 acres of the South West Quarter of the South West Quarter of the South West Quarter of Section One (1), less 2.111 acres described as follows: Beginning at a point 60 feet North of the South East corner of the West 8 acres of the South West Quarter of the South West Quarter of the South West Quarter of Section One (1), thence North 212 feet, thence West to a point 272 feet North and 60 feet East of the South West corner of Section One (1), thence South parallel with the West Section line 91.7 feet, thence Southeasterly to a point 60 feet North and 180.3 feet East of the South West corner of Section One (1), thence East to the point of beginning, less any portion thereof taken for highway purposes and less that portion thereof described in the deed recorded in Book 178, Pages 221-2 of the records of Douglas County, Kansas, all in Township Thirteen (13), Range Nineteen (19).

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 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 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 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 1st of the first part have hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of

Kieth S. Cloepfil (SEAL)
Jane Q. Cloepfil (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS }
Douglas County, } ss.



Be It Remembered, That on this 30th day of October A. D. 1954 before me, the undersigned, a Notary Public in and for said County and State, came Kieth S. Cloepfil and his wife, Jane Q. Cloepfil 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.

My Commission expires Dec 31, 1956 Pearl Emich Notary Public

recorded November 1, 1954 at 10:00 A.M.

The note herein described has been paid in full, and the mortgage created hereby is hereby created discharged. As a true and correct copy of the original is hereby certified to be true and correct.
Pearl Emich, Notary Public, Douglas County, Kansas.

See Release of 11/19/54 in Book 135 Page 140
H. H. Bond
W. H. Bond