

54327 BOOK 107

**This Indenture,**

Made this 9th day of December

A. D. 19 54, between R.W. Griffeth and his wife, Nellie Griffeth and  
Merrell D. Allen and his wife, Betty Jeanne Allen

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  
Twenty Five Hundred 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:

Lots Nos. Sixty One (61), Sixty Three (63) and Sixty Five (65) on  
Delaware Street, also commencing at a point in Lot 1, Section 31  
Township 12, Range 20, 117 feet East of the Northwest corner of said  
Lot 61 on Delaware Street, in the City of Lawrence, thence running  
South 150 feet, thence West 81½ feet, thence North 150 feet, thence  
East 81½ feet to the point of beginning, all 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 Twenty Five Hundred 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 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 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 parties of the first part have hereunto set their  
hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS  
Douglas County, ss.

*R.W. Griffeth* (SEAL)  
*Nellie Griffeth* (SEAL)  
*Merrell D. Allen* (SEAL)  
*Betty Jeanne Allen* (SEAL)

Be It Remembered, That on this 9th day of December A. D. 19 54

before me, the undersigned, a Notary Public in and  
for said County and State, came R.W. Griffeth and his wife, Nellie  
Griffeth and Merrell D. Allen and his wife, Betty Jeanne Allen

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 31 19 56 Pearl Emist Notary Public

Recorded December 10, 1954 at 1:11 P.M.

RELEASE.

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 21st day of April 1961.  
Anchor Savings Association, successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION formerly  
The Douglas County Building and Loan Association  
(Corp. Seal) By John C. Emick Vice-President

22nd  
61  
By James Brown