

54661 Book 108

This IndentureMade this 11th day of January
A. D. 19 55, between Harold H. Morton and his wife, Pearl V. Mortonof 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 One 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:

The North 27 feet of Lot No. Fifty Eight (58) on New Jersey Street,
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 One 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 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 hands and seals the day and year first above written.

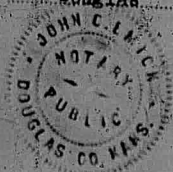
Signed, Sealed and delivered in presence of

Harold H. Morton (SEAL)
Pearl V. Morton (SEAL)

STATE OF KANSAS

Douglas County,

ss.



Be It Remembered, That on this 11th day of January, A. D. 19 55
before me, the undersigned

for said County and State, came Harold H. Morton and his wife, Pearl V. Morton, a Notary Public in and

to me personally known to be the same person(s) 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 January 13th, 1956

John C. Emick Notary Public
John C. Emick

Register of Deeds.

Wm. T. Loh

Notary Public in and for the State of Kansas

And it is further covenanted and agreed that this mortgage is hereby released, and the lien thereon is hereby extinguished, upon the payment in full of the principal and interest thereon, and the payment of the taxes and assessments thereon, and the payment of 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.