

60908 BOOK 113

This Indenture, Made this 6th day of October
A. D. 19 56, 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 ies of the first part, in consideration of the sum of Seven 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 described as follows: Beginning at a point 69.2 feet South and 828.75 feet East of the Northwest corner of the Northeast Quarter of Section Eight (8), Township Thirteen (13), Range Twenty-(20), thence South 150 feet, thence East 80 feet, thence North 150 feet, thence West 80 feet to the point of beginning, in Douglas County, Kansas; said property also known as the West 80 feet of Lot One of Anderson Acres, a Subdivision in Douglas County, Kansas, and

The East 51.5 feet of Lot No. Twelve (12) and the West 49 feet of Lot No. Thirteen (13), in Block No. Two (2) in Southwest Addition, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Seven Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part ies 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 surplus, 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 ies 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

Orland L. Miller
Orland L. Miller (SEAL)

Velma B. Miller
Velma B. Miller (SEAL)

STATE OF KANSAS

ss.

Douglas County,

Be It Remembered, That on this 20 day of October A. D. 19 56

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 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 May 1960

Robert M. Sawyer Notary Public

Recorded October 8, 1956 at 10:06 A.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 3rd day of March, 1958.

The Anchor Savings and Loan Association, formerly,
The Douglas County Building and Loan Association
By John C. Emick, Vice Pres.

(Corp Seal)

In partial release see book 114 page 149

This document
as written
in the original
mortgage

entered
in 3rd day
March
1958

Harold A. Beebe
Reg. of Deeds

By: Harigault
Notary