

31963 BOOK 92

MORTGAGE—Standard Form.

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 11th day of AprilA. D. 1947, between Roy W. Rogers and his wife, Ila F. Rogersof 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 party 1st of the first part, in consideration of the sum of Four 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:

Begin 20 rods South of and 38 rods East of the Northwest corner of the South West Quarter of the South East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence South 66 feet, thence East to Right of Way of Leavenworth, Lawrence and Galveston Railway thence in a Northerly direction along said Right of Way to a point East of Beginning, thence West to beginning, containing 1 acre more or less.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Four Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part

to the said party 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 parties 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

Roy W. Rogers (SEAL)  
Ila F. Rogers (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County, ss.

**Be It Remembered,** That on this 11th day of April A. D. 1947

before me, the undersigned, a Notary Public in and for said County and State, came Roy W. Rogers and his wife Ila F. Rogers

to me personally known to be the same persons 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 5, 1948 Russ V. Myers Notary Public.



This release was written by the original mortgagee on the 1st day of December, 1949.

Harold A. Beck  
Reg. of Deeds

Recorded April 14, 1947 at 9:20 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 1st day of December A. D. 1949

(Corp. Seal)

The Douglas County Building and Loan Association  
By Pearl Wick Secretary

Harold A. Beck Register of Deeds.