

32652 BOOK 92

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture,

Made this 28th day of June
A. D., 1947, between James F. Toyne and Violet Inga Toyne, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and The Lawrence Loan & Finance Co. of Lawrence Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred Eighty & 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 parties of the second part their 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 Forty Five(45) and Forty Six(46) in Fairfax, an addition to the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James F. Toyne and Violet Inga Toyne do hereby covenant and agree that at the delivery hereof they are 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 no exceptions

This grant is intended as a mortgage to secure the payment of Two Hundred Eighty and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said ~~James F. Toyne & Violet Inga Toyne~~ James F. Toyne & Violet Inga Toyne to the said parties of the second part the Lawrence Loan & Finance Co.

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 parties of the second part their executors, administrators 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 parties making such sale, on demand, to said James F. Toyne & Violet Inga Toyne 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

James F. Toyne (SEAL)
Violet Inga Toyne (SEAL)
Violet Inga Toyne (SEAL)

STATE OF KANSAS,

Douglas

County

Be It Remembered, That on this 28th day of June A. D. 19 47

before me, D. O. Phelps, a Notary Public in and for said County and State, came James F. Toyne & Violet Inga Toyne

to me personally known to be the same person 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 Jan 14 19 49

Notary Public

Recorded July 1, 1947 at 11:15 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 21st day of November A. D. 1949
The Lawrence Loan & Finance Co. by D. O. Phelps, Pres.

Handed A. Beck Register of Deeds.