

This note has been recorded having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 11th day of June A.D. 1949
Joseph Francis Hausherr
Ruby Lee Biggs Hausherr
Bernard L. Hausherr

Reg. No. 5725
Fee Paid \$8.75

389

32770 BOOK 160
(No 52 A)

MORTGAGE—Standard Form

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

This Indenture, Made this _____ day of _____

in the year of our Lord nineteen hundred _____ between

Bernard L. Hausherr and Ruby Lee Biggs Hausherr, husband and wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Joseph Francis Hausherr and Ruby Lee Biggs Hausherr, husband and wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-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 parties of the second part and 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:

Lot 207 on Ohio Street in the City of Lawrence

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 owner 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 the sum of Thirty-five hundred and no/100 Dollars, according to the terms of one certain obligation this day executed and delivered by the said parties of the first part to the said parties 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 parties of the second part or 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 overplus, if any there be, shall be paid by the said parties of the first part making such sale, on demand, to said parties of the second part heirs and assigns

In witness whereof, The said parties of the first part have hereunto set hand and seal the day and year first above written.
Signed, sealed and delivered in presence of

Bernard L. Hausherr (SEAL)
Ruby Lee Biggs Hausherr (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 11 day of July A. D. 1949 before me, Harold A. Beck Notary Public in and for said County and State, came Bernard L. Hausherr and Ruby Lee Biggs Hausherr, his wife 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 _____ 19____

Harold A. Beck
Notary Public
Register of Deeds

This release was written on the original mortgage entered this 11th day of June 1949

Recorded July 11, 1949 at 3:40 P.M.
Reg. of Deeds
Joseph Francis Hausherr
Ruby Lee Biggs Hausherr

Harold A. Beck Register of Deeds.