

30762

Book 89

MORTGAGE-Standard Form.

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

This Indenture,Made this 7th day of December
A. D. 1946, between Fred H. Miller and his wife, Laura I. Millerof 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
Twenty Three 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:

Lots Nos. Two Hundred Forty Two (242) and Two Hundred Forty Four (244)
on the North side of Elm Street, in Subdivision of the South One Half
of Block Five (5) in that part of the City of Lawrence, known as
North 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 Twenty Three 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 part ies 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

Fred H Miller (SEAL)Laura I Miller (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.Be It Remembered, That on this 7th day of December A. D. 19 46

before me, the undersigned a Notary Public
in and for said County and State, came Fred H. Miller and his wife,
Laura I. Miller

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

September 21 1947Mar Gill

Notary Public.

Recorded December 10, 1946 at 10:00 A.M.

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 22 day of October A.D. 1954. (Corp. Seal)

The Douglas County Building and Loan Association. By Ruth M. Sawyer Assistant-Secretary

Harold J. Beck Register of Deeds.