

30428 BOOK 89

MORTGAGE Standard Form.

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

This Indenture,

Made this 23rd day of December, A. D. 1944, between S. J. Hagan, of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of \$100.00 DOLLARS to be duly paid, the receipt of which is hereby acknowledged, has 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:

Lot 1, Block 1, in subdivision of land situated in the County of Douglas, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof 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 \$100.00 Dollars, according to the terms of certain note this day executed and delivered by the said party 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 party of the first part, its heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

S. J. Hagan (SEAL)
Ruth Hagan (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 23rd day of December, A. D. 1944

before me, Notary Public in and for said County and State, came S. J. Hagan, 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 Notary Public.

Recorded December 24, 1944 at 10:44 A.M.

Wasson A. Beck, Register of Deeds.
The note herein described, having been paid in full, the same is hereby released, and the lien thereby created, is annulled. Witness my hand and seal this 24th day of December, 1944.
(Corp. Seal) Wasson A. Beck, Register of Deeds.