

MORTGAGE-Standard Form.

31839 BOOK 91

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This Indenture,Made this 11th day of February
A. D. 1947, between Aloysius M. Powell and his wife, Josephine Mabel Powell
Powellof 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 1st of the first part, in consideration of the sum of Twenty Two Hundred Fifty and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has ve 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:

The East Half of Lot No. One (1), in Block No. Three (3) in South Lawrence, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Two Hundred Fifty 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 surplus, 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 1st of the first part has ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Aloysius M. Powell (SEAL)

Josephine Mabel Powell (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 11th day of February A. D. 1947 before me, the undersigned, a Notary Public in and for said County and State, came Aloysius M. Powell and his wife, Josephine Mabel Powell

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 Lark V. Myers Notary Public.

Recorded February 12, 1947 at 8:45 A.M.

Harold A. Beck

Register of Deeds.

This mortgage was written on the original mortgage entered day of Feb 1947
Harold A. Beck
Reg. of Deeds

The not. herein described, having been paid in full, this mortgage is hereby released, and to him hereby is discharged. As witness my hand, this 29th day of February A. D. 1948
I, the undersigned, Clerk of said County and State, do hereby certify and record.
(Copy Seal)