Reg. No. 5975
Fee Paid $3.75

33800 Book 98

MORTGAGE Standard Form. J. BOYES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 25th day of October A. D. 19 47, between Eugene Colbert and his wife, Margie Colbert

of 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 parties of the first part, in consideration of the sum of Fifteen 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:

The East 30 feet of the following described tract of land: Beginning at the North East corner of the North West Quarter of Block No. Eleven (11), in that part of the City of Lawrence known as North Lawrence, thence running South 142.5 feet, thence West 77 feet, thence North 142.5 feet, thence East 77 feet to the place of beginning, less that part thereof used as a street.

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 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 Fifteen 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 therein, 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 parties 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

Eugene Colbert (SEAL)
Margie Colbert (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
Douglas County, } ss.

Be It Remembered, That on this 30th day of October A. D. 19 47 before me, the undersigned, a Notary Public in and for said County and State, came Eugene Colbert and his wife, Margie Colbert 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 April 18, 1951 Edna P. Harrison Notary Public.

Recorded October 31, 1947 at 1:00 p.M. Harold A. Beck Register of Deeds

Release

The note herein described, having been paid in full, this mortgage is released and the lien thereby created, discharged. In witness whereof, we have hereunto set our hands this 10 day of Nov. A.D. 1947

attest: F. M. Chastain
(Corporate Seal)

Baldwin State Bank
by E. B. Birtell Pres.