

34322 Book 83

MORTGAGE - Standard Form.

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

This Indenture,Made this 8th day of January
A. D. 1948, between Robert L. Rundle and his wife, Betty Ann Rundleof 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
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 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 No. One Hundred Sixty Six (166) and the South 24 feet of Lot
No. One Hundred Sixty Four (164) on Indiana Street, in 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 Thirty Five 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, theirheirs and assigns.
In Witness Whereof, The said part 1st of the first part have hereunto set their
hand and seal this day and year first above written.

Signed, Sealed and delivered in presence of

Robert L. Rundle (SEAL)Betty Ann Rundle (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, } ss.Be It Remembered, That on this 9th day of January A. D. 1948

before me, the undersigned

in and for said County and State, came Robert L. Rundle and hiswife, Betty Ann Rundle

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 December 31, 1948 Pearl Enick Notary Public.

Recorded January 10, 1948 at 3:30 A.M.

Harold B. Beck

Register of Deeds

Harold B. Beck
Notary Public

The note herein recorded, having been paid in full, this mortgage is hereby released, and the premises hereby granted, discharged, and the same are hereby returned to the said parties of the first part, their heirs and assigns forever. This document is not to be recorded. By Robert L. Rundle and Betty Ann Rundle.