

34641 Book 93

MORTGAGE Standard Form.

This Indenture;

Made this 16th day of February A.D. 1948, between Ray McCullough and her husband, George C. McCullough

of Kansas City in the County of Jackson and State of Missouri of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part les of the first part, in consideration of the sum of Thirteen hundred Fifty and no/100 DOLLARS to immediately 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 Four (104) on New York Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part les 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 owner of the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Thirteen 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 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 les 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 May McCullough (SEAL) George C. McCullough (SEAL)

STATE OF KANSAS Douglas County

Be It Remembered, That on this 16th day of February A.D. 1948 before me, the undersigned, a Notary Public in and for said County and State, came Ray McCullough and her husband, George C. McCullough 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 first above written.

My commission expires 31-12-48 Pearl Enick Notary Public.

This mortgage was filed on the 16th day of February 1948

Harold Beck

Notarized February 20, 1948 at 2:55 P.M. RELEASE - This mortgage was duly recorded, and has been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. HAROLD BECK, Notary Public, Douglas County, Kansas. The undersigned, Pearl Enick, Secretary