

34760

Book 62

MORTGAGE-Standard Form.

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

This Indenture,

Made this 4th day of March A. D. 1948 between Lauren K. McClure and his wife, Betty McClure

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 part 1st of the first part, in consideration of the sum of Eighteen 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 North One Half of the West One Half of Block No. Thirty One (31), in that part of the City of Lawrence, known as West Lawrence, except a tract of land in the northwest corner of said Block described as follows: Beginning at the Northwest corner of said Block 31, thence east 125 feet; thence South 264 feet, thence West 125 feet to the West line of said Block 31; thence North 264 feet to the place of beginning.

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 owner 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 Eighteen 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, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal 8th day and year first above written.

Signed, Sealed and delivered in presence of

Lauren K. McClure (SEAL)
Betty McClure (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 8th day of March A. D. 1948 before me, the undersigned, a Notary Public in and for said County and State, came Lauren K. McClure and his wife, Betty McClure

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 1948 *Clark C. Myers* Notary Public.



This release was written on this day of March 1948

Recorded March 9, 1948 at 3:40 PM
The note herein described having been paid in full this mortgage is hereby cancelled and the above property created discharged. As witness my hand and seal at March 8th 1948
(Corp Seal)
Harold A. Beck Registered of Deeds
The Douglas County Building and Loan Association
By *Paul H. Beck* Secretary