

34806

MORTGAGE Standard Form

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

This Indenture,

Made this _____ day of _____
A.D. 1948 between Geraldine O. Porell and her husband, Lyle S. Porell

of 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, for consideration of the sum of six thousand and no/100 DOLLARS to them duly paid, the receipt of which is her by 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. Forty (40) on Kentucky Street, in the City of Lawrence.

with all the appurtenances, and full the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant, warrant and agree that at the delivery hereof they are the lawful owners of the premises above described and 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 six thousand 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 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 party of the first part has hereunto set their hand and seal of the day and year first above written.
Signed, Sealed and delivered in presence of _____

California
STATE OF ~~XXXXXX~~
San Diego County.



Be It Remembered, That on this 10th day of March, A.D. 1948, before me, _____, a Notary Public in and for said County and State, came Geraldine O. Porell and her husband, Lyle S. Porell

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 added my official seal on the day and year last above written.

My commission expires My Commission Expires May 8, 1948 _____ Notary Public.

Received March 10, 1948 at 8:22 A.M.

Harold A. Black Register of Deeds

RELEASE The note herein described, having been paid in full, this mortgage is hereby released, and the said parties of the first part, their heirs and assigns, discharged. As witness my hand and seal this 10th day of March, A.D. 1948.
By Pearl Raick Secretary