

35980

BOOK 94

MORTGAGE—Standard Form.

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

This Indenture,

Made this 28th day of July

A. D. 1948, between E. Russell Carter and his wife, Vera H. Carter

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
Three Thousand and no/100-----DOLLARSto 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:Commencing at a point on the West line of Vermont Street produced South
from the City of Lawrence, 133 feet South of where the North line of the
North West Quarter of Section Seven (7), Township Thirteen (13), Range
Twenty (20) intersects the said West line of Vermont Street, thence South
along the said West line of Vermont Street produced South 117 feet, thence
West parallel with said North line of said North West Quarter of Section
Seven (7), 125 feet, thence North parallel with said West line of Vermont
Street produced South 117 feet, thence East 125 feet to the place of
beginning.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
incumbrancesThis grant is intended as a mortgage to secure the payment of Three 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 parties of the first part have hereunto set their
hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

E. Russell Carter (SEAL)
Vera H. Carter (SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this 28th day of July A. D. 1948,
before me, the undersigned a Notary Public
in and for said County and State, came E. Russell Carter and his wife
Vera H. Carterto me personally known to be the same person 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 5, 1952

Ruth V. Myers

Notary Public.

Recorded July 31, 1948 at 8:22 A. M.

RELEASE

Hazel A. Beck

Register of Deeds

The note herein described, having been paid in full, this mortgage is hereby released, and the lien
thereby created, discharged. As witness my hand, this 28th day of October A. D. 1951The Douglas County Building and Loan Association
By Pearl Beck, Secretary

(Corporation Seal)