

MORTGAGE - Standard Form.

36043 BOOK 94

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This Indenture,Made this 4th day of AUGUST
A. D. 1948, between Vernie W. Cheek and his wife, Margaret L. Cheekof 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
Two Thousand 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 Five (105) on New Jersey Street, in the City
of Lawrence.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 incumbrances

This grant is intended as a mortgage to secure the payment of Two 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 hereby 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 parties 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

Vernie W. Cheek (SEAL)Margaret L. Cheek (SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County, ss.

(SEAL)

Be It Remembered, That on this 4th day of August A. D. 1948before me, the undersigned, a Notary Public in and for said County and State, came Vernie W. Cheek and his wife Margaret L. Cheek

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 Emich Notary Public.

Recorded August 5, 1948 at 3:15 P.M.

RELEASE

Harold G. Beck Register of Deeds.

The hereinbefore described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 3rd day of November A.D. 1955

The Douglas County Building and Loan Association
By Ruth M. Sawyer, Asst. Secretary.

(Corp. Seal)

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