

56253 BOOK 94

MORTGAGE Standard Form

(No. 52B)

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

## This Indenture,

Made this 1st day of September

A. D. 1948, between Leroy H. Mullin and Alice Darlene Mullin his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and E. T. Arnold

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of FIFTEEN HUNDRED 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 part 2nd of the second part his 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:

Lots One Hundred thirty five (135) and One Hundred Thirty Seven (137) in Block Forty one (41) in that part of Lawrence Kansas known as West Lawrence

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 FIFTEEN HUNDRED Dollars, according to the terms of a certain note this day executed and delivered by the said Parties of the first part to the said part 2nd 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 part 2nd of the second part his executors, administrators 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 part 2nd making such sale, on demand, to said parties of the first part heirs and assigns

In Witness Whereof, The said part 1st 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

Leroy H. Mullin (SEAL)  
Alice Darlene Mullin (SEAL)

STATE OF KANSAS.

DOUGLAS

County,

Be It Remembered, That on this 1st day of September A. D. 1948

before me The undersigned a Notary Public

in and for said County and State, came Leroy H. Mullin and

Alice Darlene Mullin his wife

to me personally known to be the same person who executed the within 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

June 26 1951

Notary Public

Recorded September 1, 1948 at 3:25 P. M.

RELEASE

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 8th day of June A. D. 1948  
Attest: E. T. Arnold

Harold A. Beck

Notary Public

Douglas County