

36311 BOOK 94

MORTGAGE—Standard Form.

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

**This Indenture,** Made this 4th day of SeptemberA. D. 1948, between Harry M. Ashby and his wife, Cora Ashbyof 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 Three Thousand and no/100----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said 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 434 feet South of the North line of Adams Street, on the East line of Kentucky Street, in the City of Lawrence, thence East 125 feet, thence North 50 feet, thence West 125 feet to the East line of Kentucky Street, thence South 50 feet to the place of beginning, in the Southwest Quarter of Section 31, Township 12, Range 20, on the Northeast corner of Morris and Kentucky Streets in the City of 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 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 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 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 ha ve hereunto set their hand s and seal 8 the day and year first above written.

Signed, Sealed and delivered in presence of

Harry M. Ashby (SEAL)  
Cora Ashby (SEAL)  
(SEAL)

STATE OF KANSAS

Douglas

County, } ss

Be It Remembered, That on this 2<sup>nd</sup> day of September A. D. 19 48 before me, the undersigned a Notary Public in and for said County and State, came Harry M. Ashby and his wife, Cora Ashby

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 5, 1952

Ruth V. Myers Notary Public.

Recorded September 8, 1948 at 9:05 A. 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 2nd day of September A.D. 1958.

THE AMERCH SAVINGS AND LOAN ASSOCIATION

Formerly, The Douglas County Building and Loan Association

By John C. Erick Vice-President

(Corp. Seal)

Harold A. Beck Register of Deeds.