

3742 BOOK 95

MORTGAGE-Standard Form.

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

**This Indenture,** Made this 25th day of February  
A. D. 1949 between Harvey W. Elston and his wife, Emma A. Elston

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 part 1st of the first part, in consideration of the sum of  
Twenty Two Hundred Fifty 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 Thirty Eight (138) on New York Street, 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 Twenty Two Hundred Fifty 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

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

(SEAL)

STATE OF KANSAS  
Douglas County.

Harvey W. Elston

(SEAL)

Emma A. Elston

(SEAL)

Be It Remembered, That on this 25th day of February A. D. 1949  
before me, the undersigned a Notary Public  
in and for said County and State, came Harvey W. Elston and his wife,  
Emma A. Elston

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 April 2, 1952

C. A. Miller Notary Public.



This mortgage is being recorded having been paid in full. The mortgage is hereby released and any lien thereby created, discharged. Wherefore, I, C. A. Miller, Notary Public for Douglas County, Kansas, will not record this mortgage.

This release is written on the original mortgage, entered in the proper place.

Harold A. Beck

Register of Deeds, Reg. of Deeds  
Charles H. Miller  
Deputy