

MORTGAGE - Standard Form

(No. 52 A)

BOOK 96

F. J. Jochen, Publisher (Legal Blanks, Lawrence, Kansas)

This Indenture, Made this 1st day of Julyin the year of our Lord nineteen hundred Forty-Nine between
E. A. McFarland and Hope E. McFarland, husband and wifeof Topska in the County of Shawnee and State of Kansasof the first part, and James B. McKay, Jr. and Martha J. McKay

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Five 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 1st of the second part their 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. 103, Block No. 35, Maine Street, West Lawrence, an
Addition to 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 owner of
 the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear
 of all incumbrances except a \$2500. mortgage to the Douglas Co. Bldg. & Loan Assn.

This grant is intended as a mortgage to secure the payment of the sum of Five hundred
 Dollars, according to the terms of a certain note this day executed and delivered by the
 said E. A. McFarland & Hope E. McFarland to the
 said part 1st 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 1st of the second part their 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 surplus, if any there be, shall be paid by the
 part 1st making such sale, on demand, to said 1st parties, or their

heirs and assigns

In witness whereof, The said part 1st of the first part have hereunto set their
 hand, and seal, the day and year first above written.

Signed, sealed and delivered in presence of

E. A. McFarland [SEAL]Hope E. McFarland [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Shawnee County, ss.

Be It Remembered, That on this 17th day of July A.D. 1949
 before me the undersigned a Notary Public

in and for said County and State, came E. A. McFarland & Hope E.
McFarland, husband and wife

to 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.

Leah A. Beck
Notary Public

My Commission Expires

1950

Recorded July, 14, 1949 at 11:15 A. M.

David A. Beck Register of DeedsDeshae H. Beck Deputy

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 17th day of August A. D. 1949
 (Corp. Seal) Citizens State Bank of El Dorado,
 Ed. C. Murray Its Cashier

This release
 was written
 on the original
 mortgage
 entered
 the library
 of January
 1949

Harold A. Beck

Notary Public

Deputy