

38-6 BOOK 96

MORTGAGE-Standard Form

(No. 57 A)

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

This Indenture,

Made this first day of JulyA. D. 1949, between David L. Kirmeyer and Maxine M. Kirmeyer, husband and wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Russell G. White

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four Thousand Two Hundred and Forty Three and 40/100 (\$4,243.40) 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:

Lot No. Two Hundred and Twenty Eight (228) on Louisiana Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest in the said part 1st of the first part therein. And the said David L. Kirmeyer and Maxine M. Kirmeyer, husband and wife 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 \$4,243.40 Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said David L. Kirmeyer and Maxine M. Kirmeyer, husband and wife 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 be 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 surplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said David L. Kirmeyer and Maxine M. Kirmeyer, husband and wife, or their heirs and assigns.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

David L. Kirmeyer (SEAL)Maxine M. Kirmeyer (SEAL)

STATE OF KANSAS,

DOUGLAS

County

Be It Remembered, That on this 16th day of July A. D. 19 49before me the undersigned a Notary Publicin and for said County and State, came David L. Kirmeyer and MaxineM. Kirmeyer, 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.

My Commission expires April 26 19 50Edwin J. Salmon Notary PublicHarold A. Wick Register of Deeds

Recorded July 16, 1949 at 11:26 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 5th day of July 1951.

The Douglas County Building and Loan Association
by Pearl Emick
Secretary

(Corp. Seal)

This mortgage
was written
on the original
mortgage
ordered
this 5th day
of July
19 49

Harold A. Wick
Reg. of Deeds
Barbara Fisher
Secretary

for assignment see Book 97, page 382