

Ref. No. 7043
Fee Paid \$4.75

38476 BOOK 96

NOTARY PUBLIC IN THE STATE OF KANSAS

This Indenture, made the 15th day of July, A. D. 1949, between Harry R. Punn and his wife, Lucy M. Punn,

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 Thirty Five Hundred and no/100 DOLLARS to the said party of the first part, the receipt of which is hereby acknowledged, by ve sign 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:

Beginning at a point in the East line of Lot Three (3) in Section Nineteen (19), Township Twelve (12), Range Twenty (20), 65 feet North of the South East corner of said Lot, thence West 52.1 feet to the East line of the Union Pacific railroad right of way, thence in a northeasterly direction, in and along said right of way to a point 317.5 feet North and 509.5 feet west of the South East corner of said Lot No. Three (3), thence East 504.5 feet to the East line of said Lot, thence South 22.5 feet to the place of beginning and containing 3 acres including the right of way of the public road along the East side thereof, also the South 65 feet of the following described tract: That portion of Lot No. Three (3), Section Nineteen (19), Township Twelve (12), Range Twenty (20) lying East of the right of way of the Union Pacific Railroad Company, and containing 14.57 acres, the said parties of the first part, do hereby grant, sell and convey all the estate, title and interest of the said part, 1st of the first part, therein, to the said parties of the first part.

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 that no grant has been made of any interest therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Thirty Five Hundred 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, of any part thereof, or interest thereon, or the taxes, or if the instrument is not kept in thereon, then this conveyance shall become absolute, and the whole amount shall become due, and payable, until it shall be paid, 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 money 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.

In Witness Whereof, The said part, 1st of the first part, ve hereto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of:

Harry R. Punn (SEAL)
Lucy M. Punn (SEAL)
Herald A. Beck (SEAL)

STATE OF KANSAS
Douglas County, July 15, 1949
NOTARY PUBLIC
DOUGLAS CO.

Be It Remembered, That on this 15th day of July, A.D. 1949, before me, the undersigned Notary Public, in and for said County and State, came Harry R. Punn and his wife, Lucy M. Punn, to me personally known to be the one person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires January 13, 1952 John C. Gwinne Notary Public

Recorded July 18, 1949 at 2:55 P. M.
Herald A. Beck Register of Deeds

RELEASE
The note herein describes, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 23rd day of January A. D. 1960
(Group Seal)
The Douglas County Building and Loan Association
By Fred Wick Secretary