

#7064 \$13.75

38558 BOOK 96

MORTGAGE-Standard Form.

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

This Indenture,

Made this 28th day of July
A. D. 1949, between Charles N. Eberhart and his wife, Elizabeth B. Eberhart

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
Fifty Five Hundred and no/100 DOLLARS

to the duly paid, the receipt of which is hereby acknowledged, has 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. Three (3) in Block No. Twenty Four (24) in University Place
Annex, an Addition to the City of Lawrence, also,
Beginning 8 chains 90 links West of the North East corner of the South
East Quarter of the North West Quarter of Section Thirty Six (36),
Township Twelve (12), Range Nineteen (19) thence running West 62 feet,
thence South 46.82 feet, thence East 4 feet, thence South 70 feet,
thence East 58 feet, thence North 116.82 feet to the place of
beginning.

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 Fifty 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, 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 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, 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
Charles N. Eberhart (SEAL)
Elizabeth B. Eberhart (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS }
Douglas County, ss.

Be It Remembered, That on this 28th day of July A. D. 1949
before me the undersigned
in and for said County and State, came Charles N. Eberhart and his
wife, Elizabeth B. Eberhart
to me personally known to be the same person(s) 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 December 21, 1952 Pearl Emick Notary Public.

Recorded July 28, 1949 at 8:00 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 January A.D. 1955
(Corp. Seal) The Douglas County Building and Loan Association

By Ruth M. Sawyer

Ass't Secretary

Jim Barker's Release No. 161 97 1892 332

This release
was written
on the original
mortgage
this 6th day
of January
1955

Marie Wilson