

FORM 310-2 MORTGAGE 38567
BOOK 96
Continental Oil Company

THIS INDENTURE, Made this 26th day of July, A. D. 1949
between Martha E. Sundin, unmarried,
of Anderson County, in the State of Kansas, of the first part,
and Manford Bailey, of Anderson County, in the State of Kansas, of the second part

WITNESSETH, That said part Y of the first part, in consideration of the sum of Six hundred DOLLARS.

(the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell, and Convey unto said part Y of the second part, his heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Beginning at a point 45 feet west of the Southwest corner of Lot No. 43, in Block No. 1, of Belmont, an addition to the city of Lawrence, Kas. thence running North 44 1/2 feet, thence west 130 feet, thence south 40 feet, thence east 130 feet, thence north 40 feet to place of beginning, being in the SW 1/4 of SW 1/4 of Sec. 32, Twp. 12, R. 20, also beginning at a point 45 feet west and 44 1/2 feet north of SW corner of Lot 43, Block 1, Belmont addition, thence west 130 feet, thence north 40 feet, thence east 130 feet, thence south 40 feet to place of beginning. all in Sec. 32, Twp. 12, R. 20.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said grantor has on this day executed and delivered her certain promissory note in writing to said part Y of the second part, of ~~the sum of \$600.00~~ in the sum of \$600.00 due and payable three years after date.

NOW, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, his heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder, thereof and said part Y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand the day and year first above written.

Martha E. Sundin

STATE OF Kansas, }
COUNTY OF Anderson } ACKNOWLEDGMENT (KANSAS-OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 1949, personally appeared Martha E. Sundin, unmarried,



who executed the within and foregoing instrument and acknowledged to me that she executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Sept. 5th 1951 *Red G. Wood* NOTARY PUBLIC

Recorded July 28, 1949 at 11:10 A. M. *Harold A. Beck* Register of Deeds

Lawrence, Kan. 8-7-50 The note having been paid in on this day I release this mortgage to be of record this day. Manford Bailey Mortgagee.

This release was written on the original mortgage entered this 11th day of August 1950

Harold A. Beck
Notary Public