

MORTGAGE-Standard Form

38618 Book 96

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This Indenture,

Made this 3rd day of August
A. D. 1949, between Earl H. Powers and his wife, Geraldine Chase Powers

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
Twenty Seven Hundred and no/100 DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha ve 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. One Hundred Twenty Two (122) on Rhode Island Street,
in 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.

This grant is intended as a mortgage to secure the payment of Twenty Seven 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 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 party making such sale, on
parties of the first part, their
demand, to said parties of the first part, their

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their
hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of

Earl H. Powers (SEAL)
Geraldine Chase Powers (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
Douglas County.



Be It Remembered, That on this 4th day of August A. D. 1949
before me, the undersigned a Notary Public
in and for said County and State, came Earl H. Powers and his wife,
Geraldine Chase Powers

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 May 5, 1950 John V. Hayes Notary Public.

Recorded August 5, 1949 at 2:23 P.M.

Harold A. Beck Register of Deeds
Harold A. Beck
Barbara Baker Deputy

My wife, Geraldine Chase Powers, having been part in the making of this mortgage, and this being a mortgage on the property of the said Earl H. Powers and his wife, Geraldine Chase Powers, I, the undersigned, being a Notary Public in and for the County of Douglas and State of Kansas, do hereby certify that the said Earl H. Powers and his wife, Geraldine Chase Powers, 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.