

38799 BOOK 96

MORTGAGE-Standard Form.

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

This Indenture, Made this 23rd day of August
A. D. 1949, between George G. Harbison and his wife, Prudence Harbison

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 ies of the first part, in consideration of the sum of
Eight 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 Number Twenty Four (24) on Ash Street
in Simpson's Subdivision in that part of
the City of Lawrence, known as North
Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Eight 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, for 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
demand, to said parties of the first part, their

In Witness Whereof, The said part ies 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
George G. Harbison (SEAL)
Prudence Harbison (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 24th day of August A. D. 1949
before me the undersigned a Notary Public
in and for said County and State, came George G. Harbison and his
wife, Prudence Harbison
to me personally known, to be the same persons 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, 1952

Robert C. Myers Notary Public.

Recorded August 26, 1949 at 9:00 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 28th day of April A. D. 1951

(CORPORATE SEAL)

The Douglas County Building and Loan Association
By Pearl Erick Secretary

Register of Deeds

This release
was written
on the original
mortgage

this 32 day
of April
1951

Harold A. Beck
Reg. of Deeds
Lawrence, Kansas
Deputy