

38820 BOOK 96

MORTGAGE—Standard Form.

F. J. BOYLES, Publisher of "Legal Blank," Lawrence, Kansas

This Indenture, Made this 26th day of August
 A. D. 1949, between Edward T. Riling, a single man

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 party of the first part, in consideration of the sum of One Thousand and no/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 the North East corner of the West Half of the North East Quarter of Section Eleven (11), Township Fourteen (14), Range Eighteen (18), thence West 248 feet, thence South 5 degrees and 30 minutes West 770.7 feet, thence East 319.6 feet, thence North 737.4 feet to the place of beginning, less the South 20 feet thereof,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do as hereby covenant and agrees that at the delivery hereof, he is 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 One Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Party 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said Party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand & seal the day and year first above written.

Signed, Sealed and delivered in presence of

Edward T. Riling (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 26th day of August A. D. 1949,

before me the undersigned a Notary Public.

In and for said County and State, came Edward T. Riling, a

single man.

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.

May 6, 1950

Pearl U. Major Notary Public.

Carol A. Beck Register of Deeds

My commission expires May 6, 1950

Recorded August 27, 1949 at 9:30 A. M.
 on the original
 record
 extended
 this 17 day
 of July
 1954
R. C. Beck (Corp Seal)

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 16th day of July A.D. 1954.

The Douglas County Building and Loan Association
 By Pearl Erick
 Secretary