

38890 BOOK 96

MORTGAGE-Standard Form

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

This Indenture,

Made this 1st day of September
A. D. 1949, between Robert A. McManness and his wife, Mindia McManness

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 Five Hundred and no/100-----DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, has ye sold and by this 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:

The South 36 feet of Lot No. Thirty (30) 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 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 Twenty 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 moneys arising from such sales 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 of the day and year first above written.

Signed, Sealed and delivered in presence of

Robert A. McManness
Mindia McManness (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS



County of Douglas

Be It Remembered, That on this 1st day of September A. D. 19 49

before me, the undersigned, a Notary Public
in and for said County and State, came Robert A. McManness and his
wife, Mindia McManness

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

Paul C. Myers Notary Public.

Recorded September 2, 1949 at 2:14 P. 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 12th day of August A. D. 1950

(Corp. Seal)

The Douglas County Building and Loan Association
By Pearl Erick Secretary

This release
was written
on the original
mortgage
entered
the 11th day
of August
19 1950

Harold A. Beck
Notary Public
Douglas County, Kansas

Harold A. Beck Register of Deeds