

39107 BOOK 96

MORTGAGE-Standard Form.

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

This Indenture, Made this 26th day of September
A. D. 1949, between Earl A. Farris and his wife, Grace S. Farris

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 Eighty Five 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:

The West 2.5 acres of the North 40 acres of the North East Quarter of Section Twenty Six (26), Township Twelve (12), Range Nineteen (19), and described as beginning at the North West corner of the North East Quarter of Section Twenty Six (26), Township Twelve (12), Range Nineteen (19), thence South 660 feet, thence East 165 feet, thence North 660 feet, thence West 165 feet to the place of beginning, containing 2.5 acres.

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 Eighty 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 money 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

heirs and assigns.
In Witness Whereof, The said part 1st of the first part ha^{ve} hereunto set their hand ^{and} seal ^{of} the day and year first above written.
Signed, Sealed and delivered in presence of

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 30th day of September A. D. 1949, before me, the undersigned, a Notary Public in and for said County and State, came Earl A. Farris and his wife, Grace S. Farris

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 March 31, 1952 Pearl Enick Notary Public.

Recorded September 30, 1949 at 1:35 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 14th day of September A.D. 1955

The Douglas County Building and Loan Association
By Pearl Enick Secretary.

(Corp. Seal)

Register of Deeds