

MORTGAGE - Standard Form.

39462

J. POYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 14th day of November
A. D. 1949, between Lyle C. Dearden and his wife, Marjorie M. Deardenof 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 Three Thousand and no/100-----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has 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:

Lots No. Two Hundred Five (205) and Two Hundred Six (206) in Fairfax, an Addition to the City of Lawrence, also a tract of land in the South West Quarter of Section Thirty-two (32) Township Twelve (12), Range Twenty (20) described as follows: Commencing at the South East corner of Lot No. 205 in said Fairfax Addition, thence East 25 feet, thence South 50 feet, thence West 152.5 feet, thence North 50 feet, thence East to the place of beginning.

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 Three Thousand 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 overplus, 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 1st of the first part has hereunto set their hands and seal 6 the day and year first above written.

Signed, Sealed and delivered in presence of

Lyle C. Dearden (SEAL)
Marjorie M. Dearden (SEAL)

STATE OF KANSAS

Douglas County, ss.



Be It Remembered, That on this 17th day of November A. D. 1949 before me, the undersigned a Notary Public in and for said County and State, came Lyle C. Dearden and his wife, Marjorie M. Dearden

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 1, 1951

Ruth V. Myles, Notary Public.
Homer B. Beck, Register of Deeds

Recorded November 18, 1949 at 1:40 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 8th day of August A. D. 1950

The Douglas County Building and Loan Association
By Pearl Erick, Secretary