

39571 BOOK 27

MORTGAGE—Standard Form.

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

This Indenture, Made this 3rd day of December

A. D. 1949, between Harold H. Herren and his wife, Betty Jo Herren

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 Two Thousand and no/100-----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have 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:

Beginning at a point 1064.5 feet South of the North line of the North East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20) and 467 feet East of the East line of Barker Avenue, thence East 130 feet to Learned Avenue, thence South 25 feet, thence West 130 feet, thence North 25 feet to point of beginning, less the East 30 feet thereof for roadway.

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 Two 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 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 have hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of

Harold H. Herren (SEAL)
Betty Jo Herren (SEAL)
(SEAL)

STATE OF KANSAS
Douglas County



Be It Remembered, That on this 3rd day of December A. D. 1949 before me the undersigned, a Notary Public in and for said County and State, came Harold H. Herren and his wife Betty Jo Herren 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.

My commission expires December 31, 1952 Pearl E. Erick Notary Public.

Recorded December 6, 1949 at 8:30 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 30th day of January A. D. 1951 The Douglas County Building and Loan Association By Pearl Erick Secretary.

100 released
was written
on the original
mortgage
30 Jan
1951
Harold H. Herren
Reg. of Deeds