

39694 BOOK 97

MORTGAGE-Standard Form.

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

This Indenture,Made this 21st day of December
A. D. 1949, between Gilbert T. Tisue and his wife, Elizabeth H. Tisueof Bonner Springs, in the County of Wyandotte 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, has ye 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 in the East line of Lot 3, in Section 19, Township 12, Range 20, 65 feet North of the South East corner of said Lot, thence West 525.1 feet to the East line of the Union Pacific Railroad Right of Way, thence in a northeasterly direction in and along said right of way to a point 317.5 feet North and 509.5 feet west of the South East corner of said Lot No. 3, thence East 509.5 feet to the East line of said Lot, thence South 252.5 feet to the place of beginning, and containing 3 acres, including the right of way of the public road along the East side thereof, also, the South 65 feet of the following described tract: That portion of Lot No. 3, Section 19, Township 12, Range 20, lying East of the Right of Way of the Union Pacific Railroad Company, and containing 14.57 acres, more or less. Also, all that tract or parcel of land situated in the County of Wyandotte and State of Kansas, described as follows to-wit: The South Half of the North West Fractional Quarter of Section Nineteen (19), Township Eleven (11) Range Twenty Three (23), 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 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 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 moneys arising from such sale to refit 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 has ye hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Gilbert T. Tisue (SEAL)Elizabeth H. Tisue (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

I, John C. Enick County.Be It Remembered, That on this 24th day of December A. D. 1949 before me, the undersigned, a Notary Public.In and for said County and State, came Gilbert T. Tisue and his wife, Elizabeth H. Tisue

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 January 13th, 1952J. C. Enick Notary Public.

Recorded December 27, 1949 at 8:40 A. M. Release

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged. Witnessed my hand, this 21st day of July, 1950.

[Signature]

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

Harold A. Beck Register of Deeds.