

39833 BOOK 97

MORTGAGE—Standard Form.

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

This Indenture, Made this 23rd day of December

A. D. 1949, between Russell L. Wiley and his wife, Velma Ruth Wiley

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 Fifteen 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 the North West corner of the North East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence East 180 feet, thence South 133 feet, thence West 180 feet, thence North 133 feet 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 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 Fifteen 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 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
Russell L. Wiley (SEAL)
Velma Ruth Wiley (SEAL)

STATE OF KANSAS
Douglas County



at January 5th day of JANUARY A. D. 1950

Be It Remembered, That on this 5th day of JANUARY A. D. 1950 before me the undersigned a Notary Public in and for said County and State, came Russell L. Wiley and his wife, Velma Ruth Wiley to me personally known, to be the same person as 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, 1952
Notary Public.

Recorded January 18, 1950 at 8:20 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 August A. D. 1950

(CORP. SEAL)

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

The release was written on the original mortgage
Notary Public
1951

Harold A. Beck
Notary Public