

40984 BOOK 97

MORTGAGE—Standard Form.

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

**This Indenture,** Made this 11th day of February  
A. D. 19 50, between Roy W. Rogers and his wife, Ila F. Rogers

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  
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:

Begin 20 rods South of and 35 rods East of the Northwest corner  
of the South West Quarter of the South East Quarter of Section  
Six (6), Township Thirteen (13), Range Twenty (20), thence South  
66 feet, thence East to Right of Way of Leavenworth, Lawrence and  
Galveston Railway, thence in a Northerly direction along said  
Right of Way to a point East of beginning, thence West to  
beginning, containing 1 acre more or less.

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 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 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 8th day and year first above written.  
Signed, Sealed and delivered in presence of

Roy W. Rogers (SEAL)  
Ila F. Rogers (SEAL)  
(SEAL)

STATE OF KANSAS  
Douglas County, } ss.



Be It Remembered, That on this 17th day of February A. D. 19 50  
before me, the undersigned, a Notary Public  
in and for said County and State, came Roy W. Rogers and his wife,  
Ila F. Rogers

to me personally known to be the same person(s) 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 May 1, 1952 Ruth C. Myers Notary Public.

Recorded February 17, 1950 at 2:15 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 11th day of June A.D. 1951

The Douglas County Building and Loan Association  
By Pearl Smith Secretary

This release  
was written  
on the original  
mortgage.  
Witness my  
hand and seal  
this 11th day  
of June  
1951  
Dorothy V. Green  
(Corp. Seal)