

40456 BOOK 98

MORTGAGE-Standard Form.

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

This Indenture, Made this 13th day of AprilA. D. 19 50, between Orvel Beer and his wife, Lue Jutta Beerof 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 ies of the first part, in consideration of the sum of Eighteen Hundred Fifty 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:

Lots Nos. Fourteen (14) and Fifteen (15) in Addition No. Eight (8),
less the following described tract: Beginning at the South West corner
of said Lot 14, thence North 138.2 feet, thence East 200 feet, thence
South 138.2 feet, thence West 200 feet, to the place of beginning,
also less the following described tract: Beginning at the South East
corner of said Lot 15, thence north 120 feet, thence West 10 feet,
thence South 120 feet, thence East 10 feet to the place of beginning,
all in that part of the City of Lawrence, known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Eighteen Hundred Fifty 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 ies of the first part ha ve hereunto set their
hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Orvel Beer (SEAL)Lue Jutta Beer (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 14th day of April A. D. 19 50
before me, the undersigned a Notary Public

in and for said County and State, came Orvel Beer and his wife,
Lue Jutta Beer

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, 1952John C. Erick Notary Public.

Recorded April 15, 1950 at 4:33 A. M.

Harold G. Beck Register of Deeds

This mortgage is hereby acknowledged and the law
 this day of January, 1950.
 By Douglas County Building and Loan Association
 By: Paul Erick, Secretary
 (Copy Seal)

This release
 was written
 on the 13th day
 of April, 1950.

By: Orvel Beer
 By: Lue Jutta Beer