

40937 BOOK 98

MORTGAGE-Standard Form.

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

This Indenture,

Made this 22nd day of June A. D. 1950, between W.B. Kelley (otherwise known as Willie E. Kelly) and Pearl E. Kelley (otherwise known as Pearl E. Kelly) his wife

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 parties of the first part, in consideration of the sum of One 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:

Lot No. Fifty (50) on Rhode Island Street in the City of Lawrence

The West Half of Lot No. Nine (9), all of Lot No. Ten (10) and the East Half of Lot No. Eleven (11) Dodge's Subdivision of Block No. Seven(7), in Earl's Addition, an Addition to the City of Lawrence,

and Lot No. One Hundred Eight (108) on Connecticut Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

do hereby covenant and agree that at the delivery hereof they 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 One 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 money 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

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

W.B. Kelley (SEAL)
Pearl E. Kelley (SEAL)

STATE OF KANSAS

Douglas

County, ss.



Be It Remembered, That on this 23rd day of June A. D. 1950 before me, the undersigned, Notary Public

as Willie E. Kelly) and Pearl E. Kelley (otherwise known as Pearl E. Kelly)

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

May 1951

Ruth V. Meyer Notary Public.

This release was written on the original mortgage entered this 24th day of October 1950

Harold A. Beck Reg. of Deeds

Recorded June 24, 1950 at 1:10 A. M.

Harold A. Beck

Register of Deeds

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 5th day of October A. D. 1950

(Corp. Seal)

By Pearl Kelley

Secretary