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BOOK 98

MORTGAGE-Standard Form (No. 52 A) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 5th day of August

A. D. 19 50, between Rolland E. Ryan and Betty Jean Ryan, his wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and W. H. Andrews of the second part.

Witnesseth, That the said part 1st, of the first part, in consideration of the sum of two thousand and 00/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part his 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 Forty (40), Forty One (41) and Forty Two (42) in Walnut Park, a subdivision of a portion of Addition Three (3) in that part of the City of Lawrence, formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Rolland E. Ryan and Betty Jean Ryan, his wife, 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 two thousand and 00/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Rolland E. Ryan and Betty Jean Ryan, wife, to the said part 2nd 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 part 2nd of the second part his executors, administrators 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 part 2nd making such sale, on demand, to said Rolland E. Ryan and Betty Jean Ryan, wife, their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of

Rolland E. Ryan (SEAL)
Betty Jean Ryan (SEAL)
(SEAL)

STATE OF KANSAS
County of Douglas ss.



Be It Remembered, That on this 5th day of August A. D. 19 50 before me D. O. Phelps a Notary Public in and for said County and State, came Rolland E. Ryan and Betty Jean Ryan, his wife 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 November 14 19 53 J. D. Lavin Notary Public

Rec'd and paid August 31, 1950 at \$105.00 P. M.
The note herein described being paid in full, this mortgage is hereby released and the lien thereby created extinguished. Witness my hand this 31st day of Aug. 1950.
Charles L. Andrews
Admin'r of Estate of Rolland E. Ryan, M. Andrews, Rich
Charles L. Andrews
Francis E. Andrews