

MORTGAGE - Standard Form

1933

J. J. BOYER, Publisher of Lead Sheet, Lawrence, Kansas

This Indenture.

Made this 21st day of September A. D. 1930 between M. E. Kelly and his wife, Agnes M. Kelly

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 Twenty Two Hundred Fifty and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, his wife and by these presents do grant, bargain, sell and Mortgage to the said part 2nd 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.

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 owners of the premises above described, and seized of a good and indefeasible estate of inheritance, free and clear of all incumbrances.

This grant is intended to secure the payment of Twenty Two Hundred Fifty and no/100 Dollars, according to the terms of one note this day executed and delivered by the said parties of the first part

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 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, its successors and assigns 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 have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of M. E. Kelly (SEAL)
Agnes M. Kelly (SEAL)

STATE OF KANSAS Douglas County

Be It Remembered, That on this 21st day of September A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State, came M. E. Kelly and his wife, Agnes M. Kelly

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 May 1931. Ruth A. Myers, Notary Public.

Recorded September 25, 1930 at 9:10 A. M.

RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

The Douglas County Building and Loan Association by Pearl Enick Secretary.

(Corp Seal)

This release was written on the original mortgage

this 22nd day of June 1934

Harold A. Beck, Notary Public

Deputy