

MORTGAGE - Standard Form.

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

This Indenture.

Made this 12th day of October A.D. 1959 between Sam W. Ferguson and his wife, Cleo Christian Ferguson

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 Thirty Five Hundred 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:

The South Half of the West 10 feet of Park Lot No. Twenty Six (26) and the South Half of Park Lot No. Twenty Eight (28) in the City of Lawrence.

with all the appurtenances, and all the 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 granted and that they have 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 Thirty 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 have hereunto set their hand and seal the 12th day of October 1959.

Signed, Sealed and delivered in presence of

Sam W. Ferguson (SEAL)

Cleo Christian Ferguson (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County



Be it Remembered, That on this 12th day of October A.D. 1959

the undersigned Sam W. Ferguson and his wife, Cleo Christian Ferguson

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 12th, 1960

Notary Public

Recorded October 13, 1959 at 9:20 A.M.

Wm. A. Beck

Register of Deeds and Titles
Lawrence, Kansas

The first mortgage recorded herein was paid in full, this mortgage is hereby released, and this deed is hereby returned to the mortgagor, who is to retain the same as evidence of the same.

This release was written by the original mortgagee, and is a part of the original mortgage.