

4255 BOOK 99

MORTGAGE - Standard Form.

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

# This Indenture,

Made this 9th day of January  
A. D. 1951, between Ralph P. Davis and his wife, Bernice A. Davis

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 Four 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:

• A tract of land 67 feet wide off the North end of the following described tract of land: Beginning at a point 20 rods East and 40 rods North of the South West corner of the South East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence East 18 rods, thence North 35 1/2 feet, thence West 18 rods, thence South 35 1/2 feet to the place of beginning, also, an undivided one half interest in a strip of land 12 1/2 feet wide lying and adjoining said tract on the North and extending East and West from Learner Avenue to Barker Avenue.

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 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 Four 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 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 overplus, 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 part 1st 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

Ralph P. Davis (SEAL)  
Bernice A. Davis (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS  
County of Douglas



Be It Remembered, That on this 10th day of January A. D. 19 51 before me, the undersigned, a Notary Public in and for said County and State, came Ralph P. Davis and his wife, Bernice A. Davis

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 Dec 31 1952 Pearl Enick Notary Public.

Recorded January 10, 1951 at 1:30 P.M. RELEASE

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 4th day of February A.D. 1956.

Harold A. Baker Register of Deeds.  
The Anchor Savings and Loan Association, formerly,  
The Douglas County Building and Loan Association  
By Ruth M. Sawyer, Asst. Secretary.

(Corp Seal)