

42610- BOOK 99

MORTGAGE-Standard Form.

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

This Indenture,

Made this 15th day of January

A. D. 1951, between Frank Callaway and his wife, Josephine Callaway

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 Eight Hundred and no/100----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has ve 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:

Lots Nos. One Hundred Twenty Two (122) and One Hundred Twenty Four (124) On Wisconsin Street in Riling Place, a subdivision of the Northwest Quarter of Block No. 46, West Lawrence, an Addition to 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 they are do hereby covenant and agree that at the delivery hereof 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 Eight 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 ha. ve hereunto set their hand and seal 8th day and year first above written.

Signed, Sealed and delivered in presence of Frank Callaway (SEAL) Josephine Callaway (SEAL)

STATE OF KANSAS Douglas County, ss. s. (SEAL)



Be It Remembered, That on this 15th day of January A. D. 1951 before me, the undersigned a Notary Public in and for said County and State, came Frank Callaway and his wife, Josephine Callaway

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 Dec 31 1952 Pearl Erick Notary Public.

The mortgage was written as the original mortgage and filed in the office of the Register of Deeds on 15th day of January 1951

Recorded January 15, 1951 at 2:30 P.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

(Corp. Seal)

By Pearl Erick Secretary

Harold A. Beck Register of Deeds.