

42644 BOOK 99

MORTGAGE—Standard Form—

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

# This Indenture,

Made this 20th day of January  
A. D. 1951, between Cecil B. Green and his wife, Sara J. Green

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 Three 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:

Lots Nos. One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), in Subdivision No. One (1) of Valley View, an Addition near 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 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 Three 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 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

Cecil B. Green (SEAL)  
Sara J. Green (SEAL)  
(SEAL)

STATE OF KANSAS  
Douglas County



Be It Remembered, That on this 23rd day of January A. D. 19 51 before me, the undersigned, a Notary Public in and for said County and State, came Cecil B. Green and his wife, Sara J. Green

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 January 15th, 1952 David A. Beck Notary Public.

This release was written on the original mortgage entered on day of April 19 54  
David A. Beck  
Reg. of Deeds  
Deputy

Recorded January 23, 1951 at 3:10 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 26th day of April, 1954.  
The Douglas County Building & Loan Association  
By Pearl Emick, Secretary  
(Corporation Seal)

Jan. Pub. Release Form 105 Page 434  
Am. Chas. Co. Inc. Book 103 Page 318