

43390 BOOK 99

MORTGAGE-Standard Form.

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

This Indenture,Made this 30th day of March
A. D. 1951, between Everett M. Bailey and his wife, Frances L. Baileyof 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 Two Hundred Fifty and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha 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. Sixteen (16), Seventeen (17) and Eighteen (18) in Addition No. Five (5), in that part of the City of Lawrence known as North 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 owner 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 Thirty Two Hundred Fifty 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 hereafter, 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

heirs and assigns.

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of

Everett M. Bailey (SEAL)
Frances L. Bailey (SEAL)
Everett M. Bailey (SEAL)

STATE OF KANSAS

County of Douglas

as.

Be It Remembered, That on this 2nd day of April A. D. 1951before me, the undersigned, a Notary Publicin and for said County and State, came Everett M. Bailey and hiswife, Frances L. Bailey

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

May 5, 1952Robert V. Myers Notary Public.

Recorded April 3, 1951 at 8:40 A. 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 16th day of November A. D. 1962. Anchor Savings Association, successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION formerly, The Douglas County Building and Loan Association
By J. Dean Wofsinger Vice-President

Witness my hand and seal this 16th day of November 1962 at Lawrence, Kansas
W. Dean Wofsinger
Vice-President

Lawrence, Kansas, see book 119 page 157. For parties, release see book 119 page 157.