

43776 BOOK 100

MORTGAGE-Standard Form.

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

**This Indenture,** Made this 25th day of MayA. D. 1951, between R.W. Griffith and his wife, Nellie Griffith; and  
M.D. Allen and his wife, Betty Jeanne Allenof 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 Twenty Five Hundred Fifty and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have 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. Sixty One (61), Sixty Three (63) and Sixty Five (65) on  
Delaware Street, also commencing at a point in Lot 1, Section 31,  
Township 12, Range 20, 117 feet East of the Northwest corner of said  
Lot 61 on Delaware Street, in the City of Lawrence, thence running  
South 150 feet, thence West 51½ feet, thence North 150 feet, thence  
East 51½ feet to the point of beginning, all in 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 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 Twenty Five 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 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

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

STATE OF KANSAS

Douglas County.

} ss.

Be It Remembered, That on this 25th day of May A. D. 19 51before me, the undersigned a Notary Publicin and for said County and State, came R.W. Griffith and his wife,M.D. Allen and his wife, Betty Jeanne Allen

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.

May 5, 1951Robert V. Nye

Notary Public.



Recorded May 29, 1951 at 9:00 A.M.

Harold A. Beck, Register of Deeds  
The note herein described, having been paid in full, this mortgage is hereby  
discharged, and the lien thereon created, discharged. As witness my hand,  
this 30th day of December A.D. 1951.

Harold A. Beck, Register of Deeds  
By Paul M. Hanger, Notary Public