

43828 BOOK 100

MORTGAGE-Standard Form.

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

# This Indenture,

Made this 3rd day of April  
A. D. 19 51, between Leland E. Smith and his wife, Eunice P. Smith

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 Two Thousand 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:

The East 30 feet of the following described tract of land: Beginning at the North East corner of the North West Quarter of Block No. Eleven (11) in that part of the City of Lawrence, known as North Lawrence, thence running South 142.5 feet, thence West 77 feet, thence North 142.5 feet, thence East 77 feet to the place of beginning, less that part thereof, used as a street.

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 Two 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

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

Pearl E. Emick (SEAL)  
Eunice P. Smith (SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County, as



Be It Remembered, That on this 5th day of June A. D. 19 51  
before me, the undersigned a Notary Public,  
in and for said County and State, came Leland E. Smith and his wife,  
Eunice P. Smith

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 E. Emick Notary Public.

Recorded June 5, 1951 at 1:10 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 1st day of September A. D. 1951

(Corp. Seal)

The Douglas County Building and Loan Association  
By Pearl Emick  
Secretary

This Release was written on the original mortgage and delivered to the parties.

Wm. A. Beck Register of Deeds.