

45277 BOOK 101

MORTGAGE-Standard Form.

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

This Indenture, Made this 19th day of DecemberA. D. 1951, between Walter Rist and his wife, Leta Belle Ristof 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 1es of the first part, in consideration of the sum of Twelve Hundred Fifty and no/100 DOLLARSto 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:Lot No. Sixty Six (66) in First Subdivision of Lots 26, 27, 28, 29,
and 30 of Addition Ten (10) 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 1es of the first part therein.And the said parties of the first partdo hereby covenant and agree that at the delivery hereof they are the lawful owner sof the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrancesThis grant is intended as a mortgage to secure the payment of Twelve 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 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 1es of the first part ha ve hereunto set their hand 8 and seal 8th day and year first above written.

Signed, Sealed and delivered in presence of

Walter O. Rist (SEAL)Leta Belle Rist (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 21st day of December A. D. 1951before me the undersigned, a Notary Publicin and for said County and State, came Walter Rist and his wife,Leta Belle Rist

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

March 1952Robert V. Myers

Notary Public.

This instrument was recorded December 21, 1951 at 2:00 P. M.

by the original parties.

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 2nd day of April A. D. 1954

Walter O. Rist

Leta Belle Rist

By Paul Smith, Secretary

By Paul Smith, Secretary

Release

Harold A. Beck Register of Deeds
By Paul Smith, Secretary

debt record

(Corp)