

MORTGAGE-Standard Form.

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

This Indenture, Made this 27th day of FebruaryA. D. 1952, between Franklin Mitchell and his wife, Adeline K. Mitchellof Lawrence, in the County of Douglas and State of Kansasof the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seven 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:

The North Half of the following described tract: Beginning at the South West corner of the North West Quarter of Section Thirty Six (36), Township Twelve (12), Range Nineteen (19), thence East along the South line of said Quarter Section 730.09 feet, thence North 1193.28 feet to the North line of Warren Street (now Ninth Street) produced, thence East along the North line of Warren Street produced 730.09 feet, thence South 1193.28 feet to the place of beginning, containing 20 acres more or less, less the West 365.045 feet thereof.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Seven 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 ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Franklin Mitchell (SEAL)
Adeline K. Mitchell (SEAL)
(SEAL)

STATE OF KANSAS } ss.
Douglas County.

Be It Remembered, That on this 29th day of February A. D. 19 52 before me the undersigned a Notary Public in and for said County and State, came Franklin Mitchell and his wife, Adeline K. Mitchell

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 May 1, 1955

Robert H. Myers Notary Public.

Recorded March 1, 1952 at 9:25 A. M.

Not written
on the original
instrument

Noted
day of
1952

Filed of Books
Reg. of Deeds

Deeds

Release
The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. In witness my hand, this 16th day of September A. D. 1952

(Corp. Seal)

Harold Beck Register of Deeds.
The Douglas County Building and Loan Association
By Carl Emick Secretary