

459 BOOK 101

MORTGAGE-Standard Form.

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

This Indenture,

Made this 20th day of March

A. D. 1952, between Irene F. Wagner and her husband, Walter S. Wagner

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 Eighty Five Hundred 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:

Beginning at a point 33 feet North and 293.8 feet West of the South East corner of the South East Quarter of Section One (1), Township Thirteen (13), Range Nineteen (19), thence North 165 feet, thence West 240 feet, thence South 165 feet, thence East 240 feet to the place of beginning.

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 seizer 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 Eighty Five Hundred 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 1st 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

Irene F. Wagner (SEAL)
Walter S. Wagner (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 21st day of March A. D. 1952 before me, the undersigned, a Notary Public in and for said County and State, came Irene F. Wagner and her husband Walter S. Wagner

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, 1954 *Robert Hynes* Notary Public.

Recorded March 22, 1952 at 9:45 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 12th day of July 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 Hofsinger, Vice-Pres.

(Corp. Seal)

Register of Deeds

This release was entered on the original mortgage record this 12 day of July 1962

Robert Hynes
Reg. of Deeds