

45933 BOOK 101

MORTGAGE-Standard Form.

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

**This Indenture,**Made this 28th day of MarchA. D. 1952 between Fred K. Stumbo and his wife, Ida May Stumboof 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 ies of the first part, in consideration of the sum of Eight Hundred Fifty 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:

Beginning at a point 1279 feet South and 150 feet East of the Northwest corner of the Northeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence running South 128 feet, thence East 50 feet, thence North 128 feet, thence West 50 feet to beginning, in the City of Lawrence.

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 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 Eight 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 ies of the first part ha ve hereunto set their hand and seal this day and year first above written.

Signed, Sealed and delivered in presence of

Witnesses to mark

Mrs. B. A. WickJ. A. Stumbo

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 28th day of March A. D. 1952 before me, the undersigned a Notary Public in and for said County and State, came Fred K. Stumbo and his wife Ida May Stumbo

to me personally known to be the same person 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 Emich Notary Public.

Recorded March 23, 1952 at 10:55 A. M.

Release

Harold A. BeckBy Barbara Schuler, Deputy

Register of Deeds

The notes herein described, having been paid in full, this mortgage is hereby released, and the same thereby created discharged. As Witness my hand, this 28th day of August, A. D. 1953.

(Exp. 28th)

The above mortgage and loan, acknowledged before me this 28th day of August, 1953, by Fred K. Stumbo and Ida May Stumbo, was duly acknowledged before me this 28th day of August, 1953, by Fred K. Stumbo and Ida May Stumbo.