

46105 BOOK 101

MORTGAGE-Standard Form.

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

**This Indenture,** Made this 15th day of AprilA. D. 1952, between Dale F. Wheeler and his wife, Leota Wheelerof 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  
Five Thousand 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:The West 100 feet of the South 25 feet of Lot No. Four (4) and the  
West 100 feet of the North 25 feet of Lot No. Five (5), all in Block  
No. Eight (8) in Babcock's Addition, an Addition to 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 partdo hereby covenant and agree that at the delivery hereof they are the lawful owner s of  
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 Five 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 ha ve hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Dale F. Wheeler (SEAL)Leota Wheeler (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, } ss.Be It Remembered, That on this 15 day of April A. D. 19 52

before me, the undersigned

in and for said County and State, came Dale F. Wheeler and hiswife, Leota Wheelerto me personally known to be the same person s 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 5, 1952

Notary Public.

Recorded April 21, 1952 at 2:00 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 17th day of January A.D. 1955  
The Douglas County Building and Loan Association  
By Ruth M. Sawyer Ass't SecretaryHarold A. Beck  
Notary Public

Date

Register of Deeds

Recor  
The note  
thereby  
Attest:  
Hals