

35820 BOOK 94

MORTGAGE-Standard Form.

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

This Indenture, Made this 10th day of July
A. D. 1948, between Ben O. Bartz and Elizabeth Edna Bartz, his wife

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 1es of the first part, in consideration of the sum of Three Thousand 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:

The East One Hundred (100) feet of Lot Eight (8) and the South Thirty-five (35) feet of the East One Hundred (100) feet of Lot Nine (9), in Block Thirteen (13), Babcock's Enlarged Addition to Lawrence, Kansas.

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 part do 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 incumbrances

This grant is intended as a mortgage to secure the payment of Three 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 1es of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Ben O. Bartz (SEAL)
Elizabeth Edna Bartz (SEAL)

STATE OF KANSAS

County, DouglasBe It Remembered, That on this 10th day of July A. D. 19 48before me, the undersigned, a Notary Publicin and for said County and State, came Ben O. Bartz and his wife,Elizabeth Edna Bartz

to 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 December 31, 1948 Pearl Enick Notary Public.

Recorded July 12, 1948 at 8:30 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 5th day of January A. D. 1951

(COR. SEAL)

Harold A. Beck Register of Deeds
The Douglas Building and Loan Association
By Pearl Enick Secretary.

This release
written
on the original
mortgage
entered
this 8
day
of Jan.
1951
Harold A. Beck
Reg. of Deeds