

3723. BOOK 5 5

MORTGAGE—Standard Form.

Notar Public, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 25th day of January A.D. 1949, between Everett E. LeMont and his wife, Joe Nell LeMont

of Leavenworth, in the County of Leavenworth 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 Four 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:

Lot No. Fifty-three (53) on West Hampshire Street in the City of Lawrence

and
Lots Nos. One Hundred Fifteen (115) and One Hundred Seventeen (117) on Locust Street in Block No. Two (2) in East part of the City of Lawrence, known as North Lawrence

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 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 Four 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 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Everett E. LeMont (SEAL)
Joe Nell LeMont (SEAL)

STATE OF KANSAS

Douglas County



Be It Remembered, That on this 26th day of January A.D. 1949 before me, The Undersigned, a Notary Public in and for said County and State, came Everett E. LeMont and his wife, Joe Nell LeMont 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 May 5, 1951 Ruth V. Myers Notary Public.

Recorded on January 27, 1949 at 3:25 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 26th day of October A.D. 1953

(Comm. Seal)

The Douglas County Building and Loan Association
By John J. Biling Vice-President

Harold A. Beck Register of Deeds