

38471

BOOK 96

MORTGAGE - Standard Form.

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

This Indenture

Made this 14th day of July
A. D. 1949, between Charles C. Coleman and his wife, Anne R. Coleman

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 parties of the first part, in consideration of the sum of Eight 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 20 rods East and 20 rods North of the South West corner of the North West Quarter of the South West Quarter of Section Twenty Nine (29) Township Twelve (12) Range Twenty (20), thence East 6 rods, thence North 20 rods, thence West 6 rods, thence South 20 rods to the place of beginning, in that 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 Eight 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

Charles C. Coleman (SEAL)
Anne R. Coleman (SEAL)

STATE OF KANSAS

Douglas County



Be It Remembered, That on this 14th day of July A. D. 1949 before me, the undersigned a Notary Public in and for said County and State, came Charles C. Coleman and his wife, Anne R. Coleman

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 January 19, 1952 John C. Smith Notary Public.

Recorded July 18, 1949 at 8L45 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 22nd day of June A. D. 1951.

The Douglas County Building and Loan Association
By Pearl Emick Secretary

(Corporation Seal)

Register of Deeds

Harold A. Beck
Notary Public
Subscribed by
Deputy