

38482

BOOK 96

MORTGAGE-Standard Form.

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

This Indenture,

Made this 14th day of July
A. D. 1949 between Robert J. Lindemood and his wife, Virginia Ann LindemoodLawrence 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 1st of the first part, in consideration of the sum of Seven Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ye 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 of parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:Lot No. Thirteen (13) in Block No. Twelve (12) in University Place, an Addition to the City of Lawrence, and,
Lot No. Forty Seven (47) in Fair Grounds Addition, an Addition to the City of 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 owner of the premises above granted; and seise 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 Seven 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 1st of the first part ha ye hereunto set their hands and seal the day and year first above written.
Signed, Sealed and delivered in presence ofRobert J. Lindemood (SEAL)
Virginia Ann Lindemood (SEAL)STATE OF KANSAS
Douglas CountyBe 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 Robert J. Lindemood and his wife, Virginia Ann Lindemood

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 Perle Emick Notary Public/

Recorded July 20, 1949 at 9:00 A. M.

RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. As witness my hand, this 22nd day of November A. D. 1950

(Com. Seal)

The Douglas County Building and Loan Association
By Perle Emick SecretaryHarold A. Beck - Register of DeedsThis release
was written
on the original
mortgage
secured
this thirtyday
afternoon
1950
Perle Emick
Notary
Douglas
County