

MORTGAGE-Standard Form

38516 BOOK 96

F. J. DOYLES, Publisher of Legal Rights, Lawyers, Etc.

**This Indenture.**Made this 20th day of July,  
A. D. 1949, between O. C. Stuart and his wife, Frances M. Stuartof 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 les 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, has 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. Four (4) in Block No. One (1) in Haskell Place, an  
Addition to the City of Lawrence;

with all the appurtenances, and all the estate, title and interest of the said part les 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 seised 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 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 les 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 P. C. Swigart (SEAL)  
Frances M. Stuart (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 22<sup>nd</sup> day of July, A. D. 1949  
before me, the undersigned, a Notary Public  
in and for said County and State, came O. C. Stuart and his wife,  
Frances M. Stuart

to me personally known to be the same persons 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 13, 1952 Pearl Enick Notary Public.

Recorded July 23, 1949 at 9:35 A. M.

This release  
was written  
on the original  
mortgage

entered  
the 17th day  
of January  
1950  
WAX 1180

Harold A. Back  
Reg. of Deeds

*Harold A. Back*  
to file

## 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 18th day of January A. D. 1950  
(Corp. Seal) The Douglas County Building and Loan Association  
By Pearl Enick Secretary

*Harold A. Back* Registrar of Deeds  
*Donna M. Back* Deputy