

38536

BOOK 96

MORTGAGE-Standard Form.

A. L. BOYLES, Publisher of Legal Blanks, Lawyers, Kansas

This Indenture,

Made this 23rd day of July

A. D. 1949, between John H. Emick and His wife, Eugenia Emick

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 1st of the first part, in consideration of the sum of
Thirty Five Hundred 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:

lots Nos. Eighty One (81), Eighty Three (83), Eighty Five (85),
Eighty Seven (87) and Eighty Nine (89) and Lots Nos. One Hundred
Twenty Seven (127) to One Hundred Thirty Eight (138), both inclusive,
all in Block No. Forty Three (43) in that part of the City of
Lawrence, known as West Lawrence, also, Lot No. Five (5), in Block
No. Seven (7) in University Place, 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 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 Thirty Five 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 has hereunto set their
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John H. Emick (SEAL)
Eugenia Emick (SEAL)
(SEAL)

STATE OF KANSAS

Douglas County, ss.



Be It Remembered, That on this 23rd day of July, A. D. 1949

before me the undersigned a Notary Public

in and for said County and State, came John H. Emick and His wife,

Eugenia Emick

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 January 13th, 1950

John H. Emick Notary Public.

This release was written on the original mortgage entered this 13th day of May 1950

Harold A. Beck

Reg. of Deeds

Deputy

Deputy

Deputy

Deputy

Deputy

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 13th day of May A. D. 1950

(Corp. Seal)

The Douglas County Building and Loan Association
By Pearl Emick Secretary.

Charles A. Beck Register of Deeds
Dorothy Adkins Deputy