

38543 BOOK 96

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#### MORTGAGE—Standard Form

This Indenture, made this 21st day of July,  
A.D. 1949, between Jesus Routh and his wife, Helen I. Routh,

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 party les of the first part, in consideration of the sum of **Thirty Eight Hundred Fifty and no/1-0** DOLLARS to them duly paid, the receipt of which is hereby acknowledged, by VG 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. Two (2) in Block No. Eleven (11) 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 ies 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 Eight Hundred Fifty 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 are made as herein specified. But if default be made in such payments, or any part thereof, or interest thereof, 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 money arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of keeping 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

In Witness Whereof, The said part, 1<sup>st</sup>, of the first part ha<sup>ve</sup> hereto affixed their  
hand & seal the day and year first above written.  
John C. Gandy (SEAL)

Signed, Sealed and delivered in presence of:

— 10 —

**STATE OF KANSAS**

Be It Remembered, That on this 26<sup>th</sup> day of July, A.D. 1949,

before me, the undersigned, in and for said County and State, came Jesse Routh and his wife, Helen I. Routh.

Helen I. Routh  
to me personally known to be the same person<sup>s</sup> 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 or  
the day and year last above written. *31-1952* *Paul E. Clark* Notary Public

Recorded July 26, 1949 at 2:55 P. M.

RELEASER  
The note herein described, having been paid in full, this mortgage is hereby released, and the lien  
thereon is hereby discharged, in all respects, except as follows:

(2 - 8 - 2)

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

This release  
was written  
on the original  
mortgage  
entered  
this 26<sup>th</sup> day  
of March  
1957  
  
Harold S. Frazee  
Rog. of Deeds  
By Maria Kline