

20075 Book 96

MORTGAGE-Standard Form.

F. L. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 2nd day of AUGUSTA. D. 1949, between Wayne H. Kemp and his wife, Irma J. Kempof 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 Forty Five 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 80 feet South of the North West corner of Park Lot No. Twenty Nine (29), thence East 100 feet to the East line of Park Lot No. Twenty Seven (27), thence South 40 feet, thence West 100 feet, thence North 40 feet to the point of beginning, all in 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 Forty 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 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 ies of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Wayne H. Kemp (SEAL)  
Irma J. Kemp (SEAL)

STATE OF KANSAS

Douglas CountyBe It Remembered, That on this 2nd day of August A. D. 1949before me, the undersigned, a Notary Publicin and for said County and State, came Wayne H. Kemp and his wife,Irma J. Kemp

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 December 31, 1952 Frank Emell Notary Public

Recorded on August 8, 1949 at 8:45 A. M.

RELEASED

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 1st day of July A. D. 1950  
(Corp. Seal) The Douglas County Building and Loan Association By Pearl Knick Secretary