

38656 BOOK 96

MORTGAGE—Standard Form.

F. J. BOYLES, Publisher of Legal Blank, Lawrence, Kansas

This Indenture, Made this 8th day of August
A.D. 1949, between Gerald K. Morris and his wife, Inez M. Morris

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 1es of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS to L1es duly paid, the receipt of which is hereby acknowledged, ha ve 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 in the North line of the North West Quarter of the South West Quarter of Section Twenty Nine (29), Township Twelve (12) Range Twenty (20), 332.25 feet East and 368 feet South of the North West corner of said North West Quarter, said point being in the South line of Locust Street, thence East along the South line of Locust Street, 181.5 feet, thence South 144 feet, thence West 141.5 feet, thence North 144 feet to the point of beginning, containing six tenths of an acre, more or less.

With all the appurtenances, and all the estate, title and interest of the said part 1es 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 all 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 Two 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 1es of the first part ha ve hereunto set their hands and seal, the day and year first above written.

Signed, Sealed and delivered in presence of

Gerald K. Morris (SEAL)
Inez M. Morris (SEAL)

STATE OF KANSAS
Douglas County

NOTARY PUBLIC
DOUGLAS COUNTY, KANSAS

Be It Remembred, That on this 9th day of August A.D. 1949 before me the undersigned Notary Public in and for said County and State, came Gerald K. Morris and his wife, Inez M. Morris, 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.

Ruth V. Myers Notary Public.

My commission expires May 1952

Recorded on August 10, 1949 at 10:20 A.M.

Gerald A. Beck Register of Deeds

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These records are the property of the State of Kansas, and are used for the purpose of recording and maintaining the public records of the State of Kansas.

(Copy sent to
The Douglas County Building and Loan Association
by Gerald K. Morris)