

MORTGAGE - Standard Form

38696 Book 96

(No. 52A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 12th day of August
A. D., 1949 between J. A. Bogue and Julia J. Bogue his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Elizabeth Pamela Toothaker

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-five Hundred (\$3500.00) 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 her 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. Six (6) in Rosford's Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 (\$3500.00) 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 her executors, administrators 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

heirs and assigns

In Witness Whereof, The said parties 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

STATE OF KANSAS,

Douglas County.Be It Remembered, That on this 12th day of August A. D. 1949before me, Frank Fox

a Notary Public

in and for said County and State, came J. A. Bogue andJulia J. Bogue, his wife

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.

Recorded on August 12, 1949 at 3:40 P. M.

RELEASED

This note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 9th day of October A. D. 1950

Elizabeth Pamela Toothaker

Harold A. Lock

Notary Public

This release was written on the original mortgage entered this 21th day of October 1950

Harold A. Lock
Notary Public