

38716 BOOK 96

MORTGAGE - Standard Form.

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

This Indenture,

Made this 12th day of August
A.D. 1949, between James Badger and his wife, Thelma Louise Badger

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 Twenty Two Hundred Fifty and no/100 DOLLARS to them 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:

The West Half of Lot No. One (1) in Block No. Four (4), less the East eight feet of said Lot, all in Lane's First Addition, 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 Twenty Two Hundred Fifty and no/100 Dollars, according to the terms of one 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 ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

James Badger (SEAL)
Thelma Louise Badger (SEAL)

STATE OF KANSAS
County Douglas

Be It Remembered, That on this 12th day of August A.D. 19 49 before me the undersigned a Notary Public

in and for said County and State, came James Badger and his wife, Thelma Louise Badger

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.



Donald E. Enck Notary Public

Recorded on August 16, 1949 at 3:45 P. M.

RELEASE

Donald E. Enck Register of Deeds

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 12th day of January A.D. 1962.
Anchor Savings Association, successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION formerly, The Douglas County Building and Loan Association By Willard G. Pangel - Vice-President (Corp. Seal)

This release was written on the original mortgage dated the 18th day of August 1949 by James Badger and Thelma Louise Badger