

38854 BOOK 96

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MORTGAGE—Standard Form.

This Indenture, Made this 30th day of August  
A. D. 1949, between Mahlon H. Cox and his wife, Catherine Cox

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 ies of the first part, in consideration of the sum of  
Thirty-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 1279 feet South and 250 feet East of the  
North West corner of the North East Quarter of Section  
Six (6), Township Thirteen (13), Range Twenty (20),  
thence South 125 feet, thence East 63 $\frac{1}{2}$  feet, thence  
North 125 feet, thence West 63 $\frac{1}{2}$  feet to the point of  
beginning

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 owner(s) 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 & 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 payment be made as herein  
specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up  
by 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 party ies of the first part have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Mahlon H. Cox (SEAL)  
Catherine Cox (SEAL)

STATE OF KANSAS  
Douglas County, ss.

JOHN C. EMICK  
NOTARY  
PUBLIC  
DOUGLAS COUNTY

Be It Remembred, That on this 30th day of August A. D. 1949  
before me, the undersigned, a Notary Public  
in and for said County and State, am Mahlon H. Cox and his wife  
Catherine Cox to me personally known to be the same person as 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 January 13, 1952

John C. Emick Notary Public

Harold A. Beck Register of Deeds

This release  
was written  
on the original  
mortgage  
dated  
this 12th day  
of May  
1950  
(or Seal)

Harold A. Beck  
Notary Public

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 May A. D. 1950

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

RELEASE