

38958 Book 96

MORTGAGE—Standard Form.

W.F. BOYLES, Publisher of Legal Blanks, Leavenworth, Kansas

# This Indenture,

Made this 29th day of August

A. D. 1949, between Howard O. Hargrove and his wife, Helen Hargrove

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 ies of the first part, in consideration of the sum of Eight Hundred Fifty & 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:

Lots Nos. One Hundred Twenty eight (128) One Hundred Twenty nine (129), One Hundred Forty (140) and One Hundred Forty one (141) in Fairfax, an Addition to 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 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 Eight Hundred Fifty & 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 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 ies of the first part ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Howard O. Hargrove (SEAL)  
Helen Hargrove (SEAL)

STATE OF KANSAS

Douglas County.



Be It Remembered, That on this 30th day of August A. D. 1949 before me, the undersigned a Notary Public in and for said County and State, came Howard O. Hargrove and his wife, Helen Hargrove 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.

My commission expires May 5, 1952 Robert C. Myers Notary Public.

Recorded August 31, 1949 at 8:30 A. M.

Blaine  
The note herein described, having been paid in full, the mortgage hereby created is hereby discharged. As witness my hand, this 5th day of February A. D. 1953.  
The Douglas County Building and Loan Association  
By: Earl Chuck Secretary  
(Exp. Seal)

Register of Deeds  
The release was written on the original mortgage.  
Filed this 11th day of February 1953.  
Harold Beck  
Register of Deeds  
Barbara Seiber Deputy