

38560

BOOK 96

MORTGAGE—Standard Form.

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

This Indenture,Made this 29th day of AUGUSTA. D. 1949, between Pearl D. Hildebrand, an unmarried womanof 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 V of the first part, in consideration of the sum of Seventy-Five Hundred and no/100 DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es 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 (1) and Two (2) in Block No.
Twelve (12) in Lane Place, an Addition to
the City of Lawrence and
Lot No. One Hundred Thirty One (131) on
Ohio Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part V of the first part therein, And the said party of the first part
do es hereby covenant and agree that at the delivery hereof she is 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 Seventy-five Hundred and No/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party 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, 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 party of the first part, her

In Witness Whereof, The said part V of the first part has hereunto set her hand, and seal, the day and year first above written.
Signed, Sealed and delivered in presence of Pearl D. Hildebrand (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 29th day of August A. D. 1949
before me, the undersigned a Notary Public
in and for said County and State, came Pearl D. Hildebrand, an
unmarried woman

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 F. J. Boyles Notary Public.

Recorded August 31, 1949 at 8:40 A. M.

Release
The note herein described, having been paid in full, this mortgage is hereby
rescinded and the lien thereby created, discharged. As witness my hand this
15th day of October A. D. 1952.

The Douglas County Building and Loan Association
By John G. Kling
Vice President
(Corp. Seal)

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This release
was written
on the original
mortgage
dated
this day of
August
1949
at Lawrence,
Kansas
F. J. Boyles
Notary Public
Douglas County,
Kansas