

39403

BOOK '96

MORTGAGE-Standard Form.

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

This Indenture, Made this 13th day of SeptemberA. D. 1949, between Gayle D. Mott and his wife, Maxine Mottof 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 Thirty-one Hundred 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 Block No. Thirty (30) in that part
of the City of Lawrence, known as West 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 Thirty one Hundred and 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 1st of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Gayle D. Mott (SEAL)
Maxine Mott (SEAL)
(SEAL)

STATE OF KANSAS

Douglas County

ss. (SEAL)

Be It Remembered, That on this 13th day of September A. D. 19 49

before me the undersigned a Notary Public

in and for said County and State I came Gayle D. Mott and his wife,

Maxine Mott

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

My commission expires 31, 1952 Pearl Enick Notary Public.



This release
was written
on the original
mortgage
entered
this 8th day
of October
1949
Berold H. Boels
Reg. of Deeds
Secretary

Recorded September 13, 1949 at 2:20 P. M.

RELEASE The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. At witness my hand, this 8th day of October A. D. 1949
(Corp. Seal) The Douglas County Building and Loan Association By Pearl Enick Secretary.

Harold H. Boels, Register of Deeds
Pearl Enick, Deputy