

34240 BOOK 96

MORTGAGE - Standard Form.

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

**This Indenture,**

Made this 13th day of October  
A. D. 1949, between Arnold J. Wiebe and his wife, Margaret Wiebe

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  
**Fifteen 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:

Lot No. Ninety (90) on the East side of Illinois  
Street, in Block No. Nineteen (19) 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 **Fifteen 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 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 part 1st of the first part has hereunto set their  
hand and seals the 13th day of October first above written.  
Signed, Sealed and delivered in presence of

*Arnold J. Wiebe* (SEAL)  
*Margaret Wiebe* (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS  
Douglas County



**Be It Remembered**, That on this 13th day of October A. D. 1949  
before me, the undersigned, a Notary Public  
in and for said County and State, came **Arnold J. Wiebe and his**  
**wife, Margaret Wiebe**  
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 **May 5, 1952** *Harold A. Beck* Notary Public.

Recorded October 17, 1949 at 2:45 P. M.

RELEASE

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 28th day of April, 1951  
The Douglas County Building and Loan Association  
By Pearl Enick, Secretary

(Corp. Seal)

Register of Deeds

*Harold A. Beck*  
Notary Public  
Douglas County, Kansas