

89277 BOOK 96

MORTGAGE—Standard Form.

(No. 52 A)

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

This Indenture, Made this 21st day of OctoberA. D. 1948, between Floyd F. Sample and Ann R. Sample, his wife,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lucille Brooks

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand Dollars (\$1,000.00) 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 part y of the second part her 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. Twenty Three (23) in Block No. Ten (10)
in Lane Place, 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 grants 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 One Thousand (\$1,000.00) Dollars, according to the terms of a certain note this day executed and delivered by the said Floyd F. Sample and Ann R. Sample, his wife, to the said part y 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 part y of the second part, her executors, administrators 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 part y making such sale, on demand, to said first parties

their heirs and assigns

In Witness Whereof, The said part ies 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

Floyd F. Sample (SEAL)
Ann R. Sample (SEAL)

STATE OF KANSAS

Douglas County,Be It Remembered, That on this 22 day of Oct A. D. 1948before me, M. E. Kelly, a Notary Publicin and for said County and State, came Floyd F. Sample and Ann R. Sample, his wife,

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 Feb. 14, 1953 M. E. Kelly Notary Public.

Recorded October 24, 1948 at 8:40 A. 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 24th day of January 1950.

Lucille Brooks

This release was written on the original mortgage entered this 24th day of January 1950.
Harold A. B...
Register of Deeds