

39399 BOOK 96

MORTGAGE-Standard Form

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

**This Indenture,**Made this 9th day of November  
A. D. 1949, between Jacob D. Zwicky and his wife, Pearl Mae Zwickyof 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 Five Hundred and no/100----- DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, has ye 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 two thirds of the West Two fifths of the  
South East Quarter of Block No. Ten (10), less the  
land described in the deed recorded in Book 119,  
Page 40 and less the land described in the deed  
recorded in Book 124, Page 409, both of the records  
of Douglas County, Kansas, all in that part of the  
City of Lawrence, known as North 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 Five 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 has hereunto set their  
hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Jacob D. Zwicky (SEAL)  
Pearl Mae Zwicky (SEAL)

STATE OF KANSAS

Douglas County,I, asBe It Remembered, That on this 9th day of November A. D. 1949  
before me, the undersigned a Notary Public  
in and for said County and State, came Jacob D. Zwicky and his wife,  
Pearl Mae Zwickyto 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, 1952Anna V. Hayes Notary Public.

Recorded November 10, 1949 at 8:30 A. M.

David A. Beck, Register of Deeds  
David A. Beck Deputy

*Release*  
This note is now described, having been said in full, this mortgage is hereby released, and the  
now thereby created, discharged. As witness my hand, this day of November 1949.  
By Pearl Mae Zwicky  
Secretary