

MORTGAGE—Standard Form.

39448

BOOK 96

P. J. BOYUS, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 15th day of NovemberA. D. 1949, between Arthur L. Rockhold and his wife, Phyllis Rockholdof 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 Sixteen Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha v Esold 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. Ten (10) in Simpson's Subdivision 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 owner<sup>s</sup> 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 Sixteen 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 hereof, 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

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.  
Signed, Sealed and delivered in presence of

Arthur L. Rockhold (SEAL)  
Phyllis Rockhold (SEAL)

STATE OF KANSAS

Douglas County.Be It Remembered, That on this 16th day of November A. D. 1949

before me, the undersigned, a Notary Public

in and for said County and State, came Arthur L. Rockhold and his  
wife, Phyllis Rockholdto me personally known to be the same person<sup>s</sup> 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

Ruth V. Myers Notary Public.  
Howard A. Beck Register of Deeds

Recorded November 17, 1949 at 8:10 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 20th day of March, A. D. 1950

(Corp. Seal)

The Douglas County Building and Loan Association  
by Pearl Knick Secretary.

Harold A. Beck  
Reg. of Deeds

Harold A. Beck  
Deputy

This release  
was written  
on the original  
mortgage  
the 30th  
of March  
1950  
Ruth  
V. Myers  
Barb