

39483 BOOK 96

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture,

Made this 19th day of November

A. D. 1949 between Wallace V. Nicholson and his wife, Helen G. Nicholson

of Lawrence in the County of Douglas and State of Kansas
of the first part, and John C. Enick

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand 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 his 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 North Half of Lot No Eight (8) in Block No. Nine (9) in Oread Addition, an Addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 100 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 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 Four Thousand 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 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 his 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 parties of the first part, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of

Wallace V. Nicholson (SEAL)

Helen G. Nicholson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas,

Be It Remembered, That on this 19th day of November A. D. 1949

before me, the undersigned, a Notary Public

in and for said County and State, came Wallace V. Nicholson and

his wife Helen G. Nicholson,

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 May 1951

Robert V. Myers Notary Public

Recorded November 21, 1949 at 8:06 A. M.

Harold A. Beck Register of Deeds

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 8th day of December A. D. 1949

John C. Enick

This release was written on the original mortgage entered the 6th day of December 1949

Harold A. Beck
Register of Deeds
Deposited

