

39552 BOOK 96

MORTGAGE-Standard Form

(No. 52 A)

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

**This Indenture,**Made this 30th day of NovemberA. D. 1949, between Frank E. Godding and Leota H. Godding, husband and wife,of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Julia L. Maxwell

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two Thousand and no/100 DOLLARSto them duly paid, the receipt of which is hereby acknowledged, ha<sub>ve</sub> 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. One Hundred Fifteen (115) on Maine Street, in BlockNo. Thirty Five (35) in West Lawrence, in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties 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 Two Thousand Dollars (\$2,000.00)Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Frank E. Godding and Leota H. Godding, his wife,said part Y of the second part Julia L. Maxwell to theand 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand; to said Frank E. Godding and Leota H. Godding, his wife, their heirs and assignsIn Witness Whereof, The said parties of the first part ha<sub>ve</sub> hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Frank E. Godding (SEAL)  
Leota H. Godding (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 29th day of November A. D. 1949before me, Minnie Mae Hilgner, a Notary Publicin and for said County and State, came Frank E. Godding andLeota H. Godding, 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 Aug. 28 1952Minnie Mae Hilgner Notary PublicDavid A. Beck Register of Deeds

Recorded December 1, 1949 at 10:40 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 2nd day of June 1950Julia L. Maxwell