

40086 BOOK 97

MORTGAGE-Standard Form.

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

This Indenture, Made this 17th day of February

A. D. 1950, between Charles J. Sulzen and his wife, Bertha G. Sulzen

of 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 parties of the first part, in consideration of the sum of Twenty Eight Hundred 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 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. Twelve (12), in Block No. Seven (7) in University Place,
an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party 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 Twenty Eight 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 overplus, 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Charles J. Sulzen (SEAL)

Bertha G. Sulzen (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 17th day of February A. D. 1950

before me, the undersigned, a Notary Public

in and for said County and State, came Charles J. Sulzen and his

wife, Bertha G. Sulzen

to 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 Dec 31 1952 Pearl Enrich Notary Public.

Recorded February 17, 1950 at 2:25 P. M.

Release

Harold A. Beck

Register of Deeds

This note being described having been paid in full this mortgage is hereby releasing this 25 day of Feb 1950 and the said Bertha G. Sulzen discharged as witness my hand this 25th day of Feb 1950
(Copy Seal)
The Douglas County Building and Loan Association paid 1/100
By Pearl Enrich Notary Public
Bertha G. Sulzen