

MORTGAGE—Standard Form.

40548

BOOK 98

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

This Indenture,Made this 2nd day of MayA. D. 1950, between John H. Enick and his wife, Eugenia Enickof 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 Nine Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:—

Lots Nos. Eighty One (81), Eighty Three (83), Eighty Five (85), Eighty Seven (87) and Eighty Nine (89) and Lots Nos. One Hundred Twenty Seven (127) to One Hundred Thirty Eight (138), both inclusive, all in Block No. Forty Three (43) in that part of the City of Lawrence, known as West Lawrence, also, Lot No. Five (5), 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 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 Nine 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 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 part 1st of the first part ha ve hereunto set their hands and seal 8 this day and year first above written.

Signed, Sealed and delivered in presence of

John H. Enick (SEAL)
Eugenia Enick (SEAL)

STATE OF KANSAS
Douglas County, ss.Be It Remembered, That on this 2nd day of May A. D. 1950

before me, the undersigned, a Notary Public in and for said County and State, came John H. Enick and his wife, Eugenia Enick

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 January 13th, 1952

Notary Public.



This release
was written
on the original
mortgage
dated
the 23
day of
May
1950

Harold A. Beck
Register of Deeds
Lawrence, Kansas

Recorded May 3, 1950 at 8:10 A. M.

Harold A. Beck Register of Deeds

Release
These notes herein described, having been paid in full, this mortgage is hereby
released, and the same hereby created, discharged, dissolved and the same
day 4 May, A.D. 1951.
By Douglas County Building and Loan Association
By Gerald C. Enick
Secretary

(Notary Seal)