

40923 BOOK 98

MORTGAGE-Standard Form.

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

This Indenture,

Made this 10th day of June A. D. 1950, between George K. Whitenight and his wife, Ethel H. Whitenight

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 part 1st of the first part, in consideration of the sum of Ninety Five 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. Twenty (20) in Block No. Nine (9), 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 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 Ninety Five 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 surplus, 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 has hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

George K. Whitenight (SEAL)
Ethel H. Whitenight (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF KANSAS

Douglas

County



Be It Remembered, That on this 10th day of June A. D. 1950 before me, the undersigned a Notary Public in and for said County and State, came George K. Whitenight and his wife, Ethel H. Whitenight 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 January 13th, 1952 *John A. Gammick* Notary Public.

Recorded June 21, 1950 at 2:35 P. M. *W. H. McLean*

Harold A. Black Register of Deeds
The notary herein described having been paid in full this mortgage is hereby released and this lien thereby created discharged. He witnesses my hand this 1st day of May, A.D. 1951

[Signature]

The Douglas County Building and Loan Association
By Earl Smith Secretary

[Signature]
[Signature]