

41354 BOOK 98

MORTGAGE-Standard Form.

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

This Indenture,

Made this 9th day of August
A. D. 1950, between B.E. Jacques and his wife, Lovie Jane Jacques

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 Four Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by them 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:

The South 50 feet of Lot No. Eight (8), less the West 125 feet thereof, and less the East 40 feet thereof, used for Street purposes, in Block No. Three (3), in that part of the City of Lawrence, known as South 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 80f 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 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 ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

B.E. Jacques (SEAL)
Lovie Jane Jacques (SEAL)

STATE OF KANSAS

Douglas County.

County.

Be It Remembered, That on this 9th day of August A. D. 1950

before me, the undersigned a Notary Public in and for said County and State, came B.E. Jacques and his wife, Lovie Jane Jacques

to me personally known to be the same person 8wo 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 C. French Notary Public.

Recorded August 10, 1950 at 8:10 A. M.

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 14th day of August A.D. 1950.
The Douglas County Building and Loan Association
By Paul Smith Secretary
(Cop. Seal)