

BOOK 98

E. I. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

## MORTGAGE—Standard Form

Made this 11th day of September

A. D. 19 50, between Ernest V. Landreth and his wife, Ruby E. Landreth

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 1ea of the first part, in consideration of the sum of  
Twenty Two Hundred Fifty and no/100----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has 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:

Lot No. Seventy Five (75) and the South Ten feet of Lot No. Seventy Four (74) in Fairfax, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part, 1cs 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 Twenty Two Hundred Fifty 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, his 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 ies of the first part ha ve hereunto set their  
hand & seal & the day and year first above written. *C. J. 1881*

Signed, Sealed and delivered in presence of

Ernest V. Landreth (SEAL)  
Rusby E. Landreth (SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County } 88.

Be It Remembered, That on this 12<sup>th</sup> day of September A D 19 50

before me, the undersigned a Notary Public

In and for said County and State, came Ernest V. Landreth and his wife  
Ruby E. Landreth

to me personally known to be the same person8 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 May 5, 1952 Frank C. Meyer, Notary Public.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereof, created, discharged. As witnessing hand, this 11th day of March, A.D. 1953.

W. H. Evans, Jr., County Building and Loan Association  
Dep. Sec'y. Embr. Secretary.

(Corp. Seal)