

42472 BOOK 99

MORTGAGE - Standard Form

(No. 52A)

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

This Indenture,

Made this 15th day of December A.D. 1950 between Virginia M. Kurata and her husband, Fred Kurata

of Lawrence in the County of Douglas and State of Kansas of the first part, and Marion A. Barlow

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Thousand 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 his 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:

Commence at a point 183.48 feet west of the North East corner of the South East quarter of the North West quarter of Section thirty six (36), Township twelve (12) Range Nineteen (19) thence South 110.22 feet, thence West 85 feet, thence North 110.22 feet, thence East 85 feet to the point of beginning, together with all rights of way and easements granted for the benefit of the owners and occupants of said real estate

with all the appurtenances, and all the estate, title and interest of the said parties 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 Seven 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 his heirs or assigns.

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 executors, administrators 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 hand and seal: the day and year first above written.

Signed, Sealed and delivered in presence of

Virginia M. Kurata (SEAL)
Fred Kurata (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

Be It Remembered, That on this 23rd day of December, A.D. 1950

before me, John C. Emick, a Notary Public

in and for said County and State, came Virginia M. Kurata and her husband, Fred Kurata

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 C. Emick Notary Public

Recorded December 26, 1950 at 11:50

In assign. see Book 99 pgs. 585.

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 2nd day of November A.D. 1959

(Corp. Seal)

THE ANCHOR SAVINGS AND LOAN ASSOCIATION
Formerly DOUGLAS COUNTY BLD'G & LOAN ASS'N
John C. Emick, Vice-President