

42640

BOOK 99

MORTGAGE—Standard Form.

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

This Indenture,Made this 22nd day of JanuaryA.D. 1951 between Ruth M. Sawyer and her husband, H.W. Sawyerof 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 Two Thousand 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, 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:

Beginning at a point on the South line of Forrest Avenue 104 1/2 feet
South of the North line of the Northeast Quarter of Section Six (6),
Township Thirteen (13), Range Twenty (20) and 467 feet East of the
East line of Barker Avenue, thence South 75 feet 6 inches; thence
East 130 feet, more or less, to the center of Learnard Avenue;
thence North along the center line of Learnard Avenue 75 feet 6 inches,
more or less to the South line of Forrest Avenue, thence West along
the South line of Forrest Avenue 130 feet, more or less, to the
place of beginning, subject to public roadway on the east thereof.

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 partdo 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 Two 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, of the tax 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

In Witness Whereof, The said part 1st of the first part has vs hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ruth M. Sawyer (SEAL)H. W. Sawyer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this 22nd day of January A.D. 1951 the undersigned

before me, a Notary Public

in and for said County and State, came Ruth M. Sawyer and herhusband, H.W. Sawyer

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 Dec 31, 1952 Pearl Enick Notary Public.

This grant
was written
on this original
mortgage
instrument
this 22nd
day of
January
1951

Harold G. Beck
Reg. of Deeds
Barbara Seeler
Deputy

Recorded in Book 99, Page 42640, at 1:30 P.M. on January 22, 1951.
 The mortgage described, having been paid in full, this mortgage is hereby released, and the lien thereby created, this mortgage and instrument my hand, this 22nd day of May A.D. 1952
The Douglas County Building and Loan Association
By Pearl Enick Secretary

This rule
was written
on the original
mortgage
instrument
this 22nd
day of
January
1951
Harold G. Beck
Reg. of Deeds
Barbara Seeler
Deputy

The Notary
thereby