

MORTGAGE—Standard Form

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

This Indenture,

Made this 26th day of February

A. D. 19 52, between Ben O. Bartz and his wife, Elizabeth E. Bartz

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 1es of the first part, in consideration of the sum of Forty Five Hundred and no/100----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha 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. Five (5) in South View, an Addition to the City of Lawrence,
also the South $34\frac{1}{2}$ feet of Lot No. Eighty Two (82) on Kentucky Street
in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Forty 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 parts 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 les of the first part ha ve hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ben e Bush

— (SEAL)

Elizabeth C. Bartz

(SEAL)

____ (SEAL)

STATE OF KANSAS

Douglas

Country

12

—(SEAL)

Be It Remembered, That on this 27th day of February A. D. 1952

before me, the undersigned, a Notary Public

in and for said County and State, came Ben O. Bartz and his wife,
Elizabeth E. Bartz

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 May 5, 1952

Part 6: Myer

Notary Public.

Recorded February 27, 1952 at 3:05 P. M.

Harold A. Beck

Register of Deeds

Anchor Savings Association, successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION
formerly, The Douglas County Building and Loan Association
By John C. Ewick Vice-President

This release
was written
on the original
mortgage
on 6th day
of January
1961
H. G. H. H. H.