

# This Indenture,

Made this 7th day of August  
A. D. 19 52, between Fred Shirk, an unmarried man

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 Y of the first part, in consideration of the sum of  
Twenty Seven Hundred and no/100 DOLLARS  
to him duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do es 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:

Lots Nos. Thirty Four (34) and Thirty Five (35) in Addition  
No. Six (6), in that part of the City of Lawrence, known as  
North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.  
And the said party of the first part  
do es hereby covenant and agree that at the delivery hereof he is 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 Twenty Seven Hundred and no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the said  
party 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 overplus, if any there be, shall be paid by the party making such sale, on  
demand, to said party of the first part, his

heirs and assigns.  
**In Witness Whereof**, The said part Y of the first part ha S hereunto set his  
hand and seal the day and year first above written.  
Signed, Sealed and delivered in presence of Fred Shirk (SEAL)

STATE OF KANSAS }  
Douglas County. } ss. (SEAL)

**Be It Remembered**, That on this 7th day of August A. D. 19 52  
before me, the undersigned, a Notary Public  
in and for said County and State, came Fred Shirk an unmarried man

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 Dec 31, 1952 Pearl Emick Notary Public.

*21 August 52  
Fred Shirk  
Barbara Seibert*