

47494 BOOK 102

MORTGAGE-Standard Form (No. 52 A) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 10th day of October A. D. 19 52, between Benjamin H. Bowen and Helen F. Bowen, his wife,

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Mayme Tuttle

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand Two Hundred Fifty 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 her 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 Forty (40) in Addition Five (5) in that part of the city of Lawrence known as North Lawrence, in Douglas County, Kansas

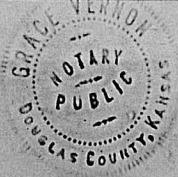
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Three Thousand Two Hundred Fifty Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties 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, her 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 first parties, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written. Signed, Sealed and delivered in presence of Benjamin H. Bowen (SEAL) Helen F. Bowen (SEAL)

STATE OF KANSAS Douglas County, ss. (SEAL)



Be It Remembered, That on this 10th day of October A. D. 19 52 before me, the undersigned a Notary Public in and for said County and State, came Benjamin H. Bowen and Helen F. Bowen, his wife 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 July 28 - 1956 Grace Vernon Notary Public.

Recorded October 14, 1952 at 1:52 P.M.

The notary herein described, having been duly sworn in and qualified, and his name and office duly recorded, do witness and certify that the foregoing instrument of writing was duly acknowledged and executed by the parties therein named.

Donald L. Beck
Barbara L. Beck

Handwritten notes and signatures in the bottom right corner.