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48421 BOOK 103

MORTGAGE-Standard Form.

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

This Indenture, Made this 18th day of February A. D. 19 53, between Garnett W. Shook and his wife, Dorothy N. Shook

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 1st of the first part, in consideration of the sum of Seventy Five Hundred 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, 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. Seventy One (71) and Seventy Three (73) on Elliott Street (now Fourth Street) in Block No. Twenty Four (24) in that part of the City of Lawrence known as West Lawrence, also, Begin at the Northwest corner of Lot One (1), Block Seventeen (17), West Lawrence, thence East 122 feet, thence right 90 degrees for 91 feet, thence left 90 degrees for 88 feet to fence said to be on right of way of A.T. & S.F. Railroad, thence Southeast along right of way to the North line of Lot 2, Block 17, West Lawrence, thence West along the North line to the Northwest corner of said Lot 2, Block 17, thence North 150 feet to the point of beginning.

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 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 Seventy 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 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 parties of the first part, their

heirs and assigns. In Witness Whereof, The said part 1st 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 [Signatures of Garnett W. Shook and Dorothy N. Shook] (SEAL)

STATE OF KANSAS Douglas County, } ss.



Be It Remembered, That on this 18th day of February A. D. 19 53 before me, the undersigned, a Notary Public in and for said County and State, came Garnett W. Shook and his wife, Dorothy N. Shook

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 1956 Pearl Emick Notary Public.