48706   BOOK 103

MORTGAGE—Standard Form.   F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this ___1st___ day of ___April___

A. D. 19_53_, between ___John William Mitchell, a single man___

of ___Lawrence___, in the County of ___Kansas___ 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 ___Nine 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:

___Lot No. Twenty Two (22) on Vermont Street, in the City of 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 ___Nine 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

_____   _John William Mitchell_ (SEAL)

_____   _____ (SEAL)

_____   _____ (SEAL)

STATE OF KANSAS
___Douglas___ County, } ss.   _____ (SEAL)

Be It Remembered, That on this _2nd_ day of ___April___ A. D. 19_53_ before me, ___the undersigned___ a Notary Public in and for said County and State, came ___John William Mitchell, a single 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 1956___   _Pearl Emick_ Notary Public.