

Ref. No. 9579  
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MORTGAGE—Standard Form.

49788

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# This Indenture,

BOOK 104

Made this 21st day of July

A. D. 1953, between Robert L. Webster and his wife, Mamie Webster

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 ies of the first part, in consideration of the sum of Seventeen Thousand Five Hundred and no/100 DOLLARS to uly 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:

Lots Nos. Ninety Six (96), Ninety Eight (98) and One Hundred (100)  
on Pinckney Street, now Sixth Street, in Block No. Fifty Three (53)  
in that part of the City of Lawrence, known as West 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 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 Seventeen Thousand Five Hundred 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 ies of the first part have hereunto set their hands and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Robert L. Webster (SEAL)

Mamie Webster (SEAL)

STATE OF KANSAS

Douglas

County

ss.

**Be It Remembered**, That on this 21st day of July A. D. 19 53

before me, the undersigned a Notary Public in and for said County and State, came Robert L. Webster and his wife,

Mamie Webster 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 May 5, 1956

Robert M. Savage Notary Public.



Frank A. Beck Register of Deeds.

This indenture was written on the original mortgage entered this 17th day of July 1953.

Recorded July 23, 1953 at 9:40 A. M.