254

Reg. No. 9800 Fee Paid \$7.50 50589 BOOK TOS MORTGAGE-Standard Fo F. L BOYLES, Publisher of Legal Blanks, Laws This Indenture, Made this 8th _____ day of _____ October____ A. D. 19 53, between _____E. S. Hoffine and his wife, Hazel B. Hoffine A 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 108_of the first part, in consideration of the sum of to themduly 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: Lot No. Six (6) in Block Twenty-four (24) in University Place Annex, an addition adjacent to the City of Lawrence with all the appurtenances, and all the estate, title and interest of the said part. 1es. of the first part therein. parties of the first part , And the said ___hereby covenant and agree that at the delivery hereof ____ they are the lawful owner Sof do 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 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 185 of the first part ha Ve_hereunto set their hand Sand sealS the day and year first above written. Signed, Sealed and delivered in presence of (SEAL) (SEAL) (SEAL) STATE OF KANSAS (SEAL) County . Douglas Be It Remembered, That on this 19th day of October A. D 19 53° before me, the undersigned a Notary Public in and for said County and State, came E. S. Hoffine and his wife, Hazel B. Hoffine to me personally known to be the same person Swho executed the foregoing instrument of writing, and duly acknowledged the execution of the same. WITNESS WHEREOF. I have hereunto subscribed my name and affixed my official seal on the day and year last above written. Kuth M. Dawyer Notary Public. May 5, 1956 Harold 9. Beck RELEASE Burbara Jeeber, Supprity he note herein described, naving been paid in full, this mortgare is hereby released, and the lien thereby nold 4. Seate created discharged. As witness my hand this 17th day of December A.D. 1953 partiena suever (Corp. Seal)