

54777 Book 108

MORTGAGE

(NO. 53B)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this Twenty Second day of January
A. D. 19 55, between John S. Holmes, Incorporated, a corporationof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Douglas County State Bank, a Corporation, Lawrence, Kansas

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of One Thousand and 00/100 ----- DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y 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 Two (2) and the North half of Lot Three (3) in Block Eighteen (18) Lane's Place Addition, an Addition to 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 partdoes hereby covenant and agree that at the delivery hereof it 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 One Thousand and 00/100 ----- Dollars, according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said part Y 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 part Y of the second part its 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 part Y making such sale, on demand, to said party of the first part and its

does assigns

In Witness Whereof, The said part Y of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

JOHN S. HOLMES, INCORPORATED

by Emory F. Scott President (SEAL)John S. Holmes Secy. (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, } ss.**Be It Remembered,** That on this 22nd day of January A. D. 1955

before me, _____, a Notary Public

in and for said County and State, came John S. Holmes and Emory F. ScottPresident and Secretary, respectively of John S. Holmes, Incorporated, a Corporation of Douglas County, Kansasto me personally known to be the same person s who executed the within 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 March 13 1958Vernon L. Moon Notary Public

Recorded January 27, 1955 at 11:35 AM

To the said John S. Holmes, Incorporated, a Corporation of Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of this office.

Attest:

Notary Public
Vernon L. Moon