1.80 55137 Book 108 MORTGAGE-Standard Fe F. J. BOYLES, Publisher of Lagal Blanks, Las (No. 52 A) This Indenture, Made this day of February 23rd Richard Lawrence Hermes and Lois Marie Hermes, A. D. 19_55_, between _ his wife, , in the County of Douglas ____ and State of Kansas Lawrence of the first part, and Silou C. Stowits of the second part. to them_duly paid, the receipt of which is hereby acknowledged, ha VE_sold and by these presents do bargain, sell and Mortgage to the said part Y of the second part her 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 Twenty nine (29) and the South Half of Lot Twenty seven (27) on Ohio Street in the City of Lawrence, Douglas County, Kansas with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said ______ first parties ____hereby covenant and agree that at the delivery hereof _____ they are the lawful owners of dò 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 Ten Thousand------Dollars, according to the terms of One certain promissory note this day executed and delivered by the said first-parties 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 \underline{Y} of the second part, \underline{HeP} 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 first parties, their heirs and assigns In Witness Whereof. The said part ies of the first part ha ve hereunto set their hand S and sealS the day and year first above written. Richard Lowrince Hermen werker Signed, Sealed and delivered in presence of ois marie Germin (ISEAL) (SEAL) STATE OF KANSAS (SEAL) Douglas County, Be It Remembered, That on this 23rd day of February A. D 19 55 before me, a Notary Public in and for said County and State, came Richard Lawrence Hermes and Lois Parie Hermes, his wife to me personally known to be the same person Swho executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF. 1 have hereunto subscribed my name and affixed my official seal on the day and year last above writing. Marjarie David 11.8.56 _Notary Public. My comandision expire

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