

57542

Book 110

MORTGAGE.

(NO. 52B)

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

**This Indenture,**Made this Fifteenth day of SeptemberA. D. 19 55, between Elbert A. Adams and Elizabeth S. Adams, husband and wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Ben Carman and Elizabeth Mackle Carman, husband and wife

of the second part.

Witneseth, That the said part ies of the first part, in consideration of the sum ofForty Nine Hundred Twenty One and 22/100 ----- DOLLARS,to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant,  
bargain, sell and Mortgage to the said part ies of the second part their 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 in Logan Place, an addition to the City of Lawrencewith 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 partdo hereby covenant and agree that at the delivery hereof they are the lawful owner of  
the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all  
incumbrances except one certain mortgage in favor of Capitol Federal Savings and Loan  
Association, Lawrence, Kansas in the sum of Fifty Five Hundred DollarsThis grant is intended as a mortgage to secure the payment of Forty Nine Hundred Twenty One and 22/100 -  
Dollars, according to the terms of one certain promissory note this day executed and delivered by the  
said parties of the first part to thesaid part ies of the second partand 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 ies of the second part their 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 ies making such sale, on demand, to said parties of the first part, their  
heirs and assignsIn Witness Whereof, The said parties ies of the first part ha ve hereunto set their  
hand<sup>s</sup> and seal <sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

Elbert A. AdamsElizabeth S. Adams (SEAL)Elizabeth S. AdamsElizabeth S. Adams (SEAL)

STATE OF KANSAS

Douglas County, } ss.Be It Remembered, That on this 15th day of September A. D. 19 55before me, Chester G. Jones, a Notary Publicin and for said County and State, came Elbert A. Adams and Elizabeth S.  
Adams, husband and wifeto me personally known to be the same persons 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 August 10 19 57Chester G. Jones Notary Public

Recorded September 21, 1955 at 9:15 A.M.

The note herein described having been paid in full, this mortgage is hereby discharged, and the same is  
thereby created discharged. As witness my hand and seal this 21st day of September 1955.

Notary: Chester G. Jones

All rights reserved.

1955  
Sept 21  
1955Handwritten signature: Handwritten signature