

59174 Book 112

MORTGAGE

(NO. 521)

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

**This Indenture,** Made this 2nd day of April  
A. D. 19 56, between Herman Cohen and Selma Cohen, Husband and Wife; Sol S. Spector  
and Betty Spector, Husband and Wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Douglas County State Bank, a Corporation, of Lawrence, Douglas  
County, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Twenty thousand and no/100 = = = DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have ve sold and by these presents do grant,  
bargain, sell and Mortgage to the said part Y of the second part and it's ~~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 Numbers Seventeen (17), Nineteen (19), Twenty-one (21) and Twenty-three (23)  
on Delaware Street, and beginning at a point 117 feet East of the Northwest  
Corner of said Lot Number 17 on Delaware Street, thence South 200 feet, thence  
West 76 feet, thence North along the East lines of Lots Nos. 23, 21, 19 and 17 on  
Delaware Street to the North line of said Lot No. 17 on Delaware Street, thence East  
to the place of beginning; Also beginning 117 feet East of the Southwest Corner of  
Lot No. 23 on Delaware Street, thence South 18 feet, thence East 30 feet, thence  
North 118 feet, thence West 30 feet, thence South 100 feet to the place of beginning,  
all in the City of Lawrence, Douglas County, Kansas, together with all the  
appurtenances therein.

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 owner of  
the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all  
incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of Twenty thousand and no/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 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 and it's ~~heirs and assigns~~ assigns, at any time thereafter, to sell the premises  
thereby 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 parties of the first part

their heirs and assigns

In Witness Whereof, The said part ies of the first part have ve hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

[Signature]

Herman Cohen (SEAL)  
Selma Cohen (SEAL)  
Sol S. Spector (SEAL)  
Betty Spector (SEAL)