

Reg. No. 15,451

Fee Paid \$2.00

71140

BOOK 123

MORTGAGE

(See 22A)

Boyle Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 30th day of April
 A. D. 1958, between Charles D. Hand and Teresa Ann Hand, his wife

of Lawrence, in the County of Douglas and State of Kansas
 of the first part, and Oscar Schwarz and Marguerite Schwarz, husband and
 wife as joint tenants with the right of survivorship and not as
 tenants in common,
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do
 grant, bargain, sell and Mortgage to the said parties 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 Eleven (11), in Block Five (5), in Schwarz
Acres Number Two (2), an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 indefeasible estate of inheritance therein, free and clear of all
 incumbrances except a Mortgage to Lawrence Building & Loan Assn. in the
amount of \$4500. Dated April

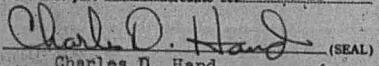
This grant is intended as a mortgage to secure the payment of Eight Hundred Dollars,
 according to the terms of a certain note this day executed and delivered by the
 said parties of the first part to the
 said parties of the second part

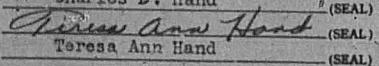
and this conveyance shall be void if such payments be made
 as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or
 if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become
 payable, and it shall be lawful for the said parties 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
 making such sale, on demand to parties of the first part, their

heirs and assigns

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

Signed, Sealed and delivered in presence of


 Charles D. Hand (SEAL)


 Teresa Ann Hand (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 30th day of April A. D. 1958before me, the undersigned a Notary Publicin and for said County and State, came Charles D. Hand andTeresa Ann Hand, his wife

to me personally known to be the same person who executed the foregoing instrument

of writing, and duly acknowledged the execution of the same.

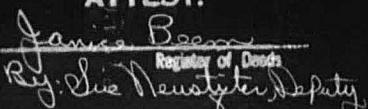
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
 on the day and year last above written.My Commission expires APRIL 18th 1959

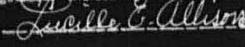
 Robert P. Harrison (Notary Public)

Recorded September 9, 1959 at 2:30 P.M.


 Harold A. Beck Register of Deeds

ATTEST:


 James Beem
 Register of Deeds
 Ray Sie Neusteter Deputy

I, Lucille E. Allison, Clerk of the District Court, Douglas County, Kansas,
 do hereby certify that a judgement of foreclosure on the property
 herein recorded was made by said District Court on April 16, 1967
 and that the same is duly recorded in journal RR
 at page 249 witness my hand this 2 day of July 1967

 Lucille E. Allison Clerk of the District Court