

MORTGAGE

(No. 22A)

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85199 BOOK 135

## THIS INDENTURE Made this 12th day of August

A. D. 19 63, between Theodore Hagan, a single man

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Lawrence Loan & Finance Company, Lawrence, Kansas

Party of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of \*\*\*\*Twenty-Six Hundred Ninety-Nine & 93/100\*\*\*\* DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part his 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:

Commencing at a point 707.05 feet South of the Southeast corner of Lot Numbered Nine (9) in Block Four (4) of Babcock's Addition to the City of Lawrence, thence running due West 117 feet, thence due South 50 feet, thence due East 117 feet, thence due North 50 feet to the place of beginning, in the Northwest quarter of Section Six (6), Township Thirteen (13), Range Twenty (20) in the City of Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said Theodore Hagan

do hereby covenant and agree that at the delivery hereof he 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 Twenty-Six Hundred Ninety-Nine & 93/100\*\*\*\* Dollars, according to the terms of one certain note this day executed and delivered by the said Theodore Hagan to the said part Y of the second part, payable in fifty-nine (59) equal monthly installments of \$45.00 each and one (1) installment of \$44.93 due on the 22nd day of each month and beginning September 22, 1963

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 his 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 in 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 Theodore Hagan

his heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Theodore Hagan (SEAL)  
Theodore Hagan (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County



BE IT REMEMBERED, That on this 12th day of August A. D. 19 63 before me, Wanda M. Carleton a Notary Public in and for said County and State, came Theodore Hagan, a single man

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 Nov. 27th 19 66

Wanda M. Carleton Notary Public

Wanda M. Carleton

Harold A. Beck  
By Jimmie Beem, Deputy