

462

Reg. No. 4,397  
Fee Paid \$5.50

MORTGAGE

19637

(No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

BOOK 155

This Indenture, Made this 15th day of December

A.D. 1969, between  
and wife

Howerton C. Botts and Esther M. Botts, husband

of Lawrence

in the County of Douglas and State of Kansas

of the first part, and

Interstate Securities Company No. 2, Inc., a Kansas Corporation

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty two hundred fifty and 00/100----- 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 part 2 of the second part and its ~~executors~~ 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 20, (less the East 5 feet of said lot), of Block 7  
in Doanes subdivision of Earls Addition to the City of  
Lawrence in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

This grant is intended as a mortgage to secure the payment of Twenty two hundred fifty & 00/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Howerton C. Botts and Esther M. Botts to the said part 2 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 2 of the second part its 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 2 making such sale, on demand to said Parties of the first part, their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their

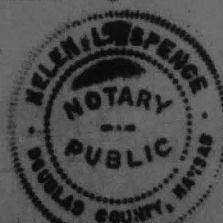
hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Howerton C. Botts (SEAL)  
Howerton C. Botts (SEAL)  
Esther M. Botts (SEAL)  
Esther M. Botts (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 15th day of December A.D. 1969

before me, Helen L. Spence a Notary Public

in and for said County and State, came Howerton C. Botts and Esther M. Botts

to me personally known to be the same persons 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 10-29-73 19

Helen L. Spence Notary Public

Recorded December 17, 1969 at 10:32 A.M.

Janice Beem Register of Deeds