

529

529

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

And the said first parties

do hereby covenant and agree that at the delivery hereof that 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 Four Thousand & no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first parties 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, 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 Y making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John Kurtz (SEAL)  
(John Kurtz)  
Berta Kurtz (SEAL)  
(Berta Kurtz)  
(SEAL)

STATE OF KANSAS,

Johnson County

BE IT REMEMBERED, That on this 7th day of December A. D. 1970

before me, the undersigned, a Notary Public

in and for said County and State, came John Kurtz and Berta Kurtz, husband and wife,

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 January 21, 1971

Notary Public

(Jesse W. Johnson Jr.)

Recorded December 7, 1970 at 2:34 P. M.

James Beem Register of Deeds

Reg. No. 5,226  
Fee Paid \$37.50

MORTGAGE

23366

(No. 52K)

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

BOOK 158

This Indenture, Made this 22nd day of November, 1970, between  
ACHIEVEMENT PLACE FOR GIRLS, INC.

of Lawrence, in the County of Douglas and State of Kansas,  
part Y of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE

part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of  
Fifteen Thousand and no/100 DOLLARS

to it, duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

The South Half of Lot Thirty-seven (37) and all of Lot Thirty-nine (39)  
on Tennessee Street, in the City of Lawrence, Douglas County, Kansas