

31775 BOOK 92

MORTGAGE - Standard Form

(No. 52B)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kan.

## This Indenture,

Made this 25th day of Marchin the year of our Lord nineteen hundred forty seven

between

The Holmes-Hammel Co., Inc.of Lawrence in the County of Douglas and State of Kansasof the first part, and Samuel Hurwitz

of the second part.

Witnesseth, That the said part y of the first part, in consideration of the sum ofFour thousand ----- DOLLARSto it duly paid, the receipt of which is hereby acknowledged, has s sold and by these presents do as grant, bargain, sell and Mortgage to the said part y 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:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ )  
of Section Five (5), Township Thirteen South (13S), Range  
Twenty East (20E), less the East 669.6 feet thereof, and  
less that part thereof used for public roads, containing  
20 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein.And the said party of the first partdoes hereby covenant and agree that at the delivery hereof it 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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of Four thousandDollars, according to the terms of one certain note this day executed and delivered by the said party of the first partsaid 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 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 the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the  
first part heirs and assigns

In witness whereof, The said party of the first part has caused this instrument  
to be signed and sealed  
the day and year first above written.

Signed, sealed and delivered in presence of

(SEAL)

ATTEST

Notary Public

for the State of Kansas

John S. Holmes

Secy

The Holmes-Hammel Co., Inc. (SEAL)

By John S. Holmes Pres (SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 25th day of March, 1947, before me, the undersigned, a  
 Notary Public, duly commissioned, in and for the county and state aforesaid, came John S. Holmes,  
 president of The Holmes-Hammel Co., Inc.

a corporation of the State of Kansas, personally known to me to be such officer, and to be  
 the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-  
 knowledged the execution of the same for himself and said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires

July 17, 1950

Notary Public

Recorded March 26, 1947 at 8:05 A.M.

Register of Deeds.