143 32953 BOOK 92 MORTGAGE-Standard For E J. BOYLES, Publisher of Legal Blanks, Law This Indenture, Made this 23rd April _ day of 🔔 A. D. 19_47, between ____ Joseph H. Lesch and his wife, Mary E. Lesch of Lawrence , in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth, That the said part 108 of the first part, in consideration of the sum of Sixteen Hundred Fifty and no/100------ DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do_ grant bargain, sell and Mortgage to the said party of the second part, its 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 NO. One Hundred Twenty Two (122) on Rhode Island Street, in the City of Lawrence. with all the appurtenances, and all the estate, title and interest of the said part 103 _____ of the first part therein And the said _ parties of the first part do _hereby covenant and agree that at the delivery hereof they pre the lawful owner S 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 Sixteen Hundred Fifty and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party 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 party of the second part, its successors 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 party making, such sale, on demand, to said _____ parties of the first part, their heirs and assigns In Witness Whereof, The said part 108 of the first part ha ve bereunto set _ their hand S and seals the day and year first above written. Signed, Sealed and delivered in presence of (SEAL) (SEAL) (SEAL) . STATE OF KANSAS Douglas County. (SEAL) 4 Be It Remembered, That on this 2312 day of April A.'D 19 47 before me, the undersigned a Notary Public Joseph H. Lesch and his in and for said County and State, came wife, Mary E. Lesch to me personally known to be the same person 8who 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. Muth U. Myep. Notary Public. My commission expires Mary 5, 1948 __Notary Public. d li Raese Isrold