1. 1. 1. 1. 1. 33417 BOOK 92 MORTGAGE-Standard Form. F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kan This Indenture, Made this 4th A. D. 1947 ..., between \_\_ Maurice E. Gross and Myrtle M. Gross, his wife day of \_\_\_\_\_ September of Lawrence , in the County of Douglas of the first part, and The Douglas County Building and Loan Association of the second part. and State of Kansas. Witnesseth, That the said part '1es of the first part, in consideration of the sum of Eight Thousand and no/100----- DOLLARS to them \_duly paid, the receipt of which is hereby acknowledged, ha ve\_sold and by these presents do\_\_\_\_\_ 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: Lots Nos. Ten (10), Eleven (11) and Twelve(12) in Breezedale, an Addition to the City of Lawrence. with all the appurtenances, and all the estate, title and interest of the said part 108 of the first part therein. And the said \_ partles of the first part hereby covenant and agree that at the delivery hereof they are do the lawful owners 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 Eight thousand 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 warty 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, for 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 have hereunto set \_\_\_\_\_ their hand8 and seal<sup>8</sup> the day and year first above written. maurie E. Err. Signed, Sealed and delivered in presence of (SEAL) × myslem. Kurss \_(SEAL) (SEAL) STATE OF KANSAS Douglas (SEAL) County. Be It Remembered, That on this 6th day of ..... A. D 19.47 before me the undersigned a Notary Public in and for said County and State, came Maurice E. Gross and Myrtle M. Gross, his wife to me personally known to be the same person  $\beta$  who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto cribed my name and affixed my official seal on Apr. 18th, 1951 tanison My commission expires\_ Notary Public. tarold a. 2. m