

33451 BOOK 92

MORTGAGE—Standard Form

(No 52 A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 10th day of September
in the year of our Lord nineteen hundred forty-seven between
Maurice B. Crane and Alice G. Crane, husband and wife
of Lawrence in the County of Douglas and State of Kansas
of the first part, and Louella J. Holmes

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Forty-six hundred and no/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 y of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the Counties of Shawnee and Douglas and State of Kansas, described as follows, to-wit:

1. The east one hundred forty (140) feet of the north one hundred (100) feet of Lot number seven (7) on Greenwood Avenue, in C. W. Potwin's Subdivision in the City of Topeka, Shawnee County. This tract is subject to prior lien in the amount of \$4000 to the Capitol Federal Savings and Loan Association of Topeka, Kansas.
2. The South one-half (1/2) of Lot thirty-seven (37) and all of Lot thirty-nine (39) on Tennessee Street in the City of Lawrence, Douglas County. This property is subject to a prior lien in the amount of \$7500 to the Standard Life Association of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Maurice B. Crane and Alice G. Crane do hereby covenant and agree that at the delivery hereof they are 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 except as stated above

This grant is intended as a mortgage to secure the payment of the sum of Forty-six hundred and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Maurice B. Crane and Alice G. Crane to the said part y of the second part and which note is due December 10, 1947

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 her 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 Maurice B. Crane and Alice G. Crane heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 10th day of September, D. 1947
before me, the undersigned, a Notary Public
in and for said County and State, came Maurice B. Crane and Alice G. Crane, husband and wife

to me personally known to be the same person 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

October 7, 1948

Notary Public.

Transcription of Mortgage in Case 93 page 527