

30791

BOOK 89

MORTGAGE - Standard Form

(No. 52A)

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

This Indenture,

Made this 10th day of December
in the year of our Lord nineteen hundred forty-six
between
Marvin E. Bayles and Margaret L. Bayles, husband and wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Brune Brothers, a partnership

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen 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 ies of the second part their 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 1 and 2 in Block 7, Lane Place, an Addition to the city of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof 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 Fifteen Hundred and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties to the said part ies 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 ies of the second part their 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 ies making such sale, on demand, to said first parties their heirs and assigns

In witness whereof, The said part ies of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Marvin E. Bayles (SEAL)
Margaret L. Bayles (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

DOUGLAS

County, } ss.

Be it Remembered, That on this 10th day of December, A. D. 1946

before me, the undersigned, a Notary Public

in and for said County and State, came Marvin E. Bayles and Margaret L. Bayles, 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 3, 1949.

Harold A. Beck Notary Public.

Not been recorded, having been paid in full, this mortgage is hereby released, and the loan thereby created, discharged. As witness my hand, this 24th day of November A.D. 1947
 Brune Brothers a Partnership
 by Robert Brown a member of the firm

this 24th
 of Nov.
 1947
 Harold A. Beck
 Reg. of Deeds