

30908

BOOK 89

MORTGAGE—Standard Form

(No. 52A)

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

This Indenture, Made this 20th day of December
A. D., 1946, between Alfred Young, widower & Pauline Bell, married Daughter

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Leslie L. Halberg

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two-Hundred Thirty Five DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does 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:

Lot No. Seventeen (17) and the North Ten (10)
feet of Lot Number Nineteen on New Jersey
Street, in the City of Lawrence in 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 parties of the first part do hereby covenant and agree that at the delivery hereof they 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 Two Hundred and Thirty Five Dollars, according to the terms of this certain note this day executed and delivered by the said parties of the First Part to the said 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 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 parties of the First Part

heirs and assigns

In Witness Whereof, The said part ies of the first part ha^{ve} hereunto set hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Alfred Young (SEAL)
Pauline Bell (SEAL)

STATE OF KANSAS,

ss.

Lawrence County

Be It Remembered, That on this 20 day of December A. D. 1946before me, J. Halberg, a Notary Publicin and for said County and State, same Alfred Young, a widower& Pauline Bell, married Daughter

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 July 17 1950

J. Halberg
Notary Public

The note herein described, in full, is on file in the office of the Register of Deeds, Lawrence, Kansas, and is hereby acknowledged as the same. Witness my hand and seal of office this 20th day of December, 1946.

Attest:
 this 20th day of December, 1946.
 Herald Beck
 Reg. of Deeds
 Deputy