

33587 BOOK 93

MORTGAGE - Standard Form

(No. 32 A)

T. J. Boyton, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 26th day of September A.D. 1947 between The Holmes-Hammel Co., Inc., a Kansas corporation

of Lawrence in the County of Douglas and State of Kansas of the first part, and Irving R. Spencer & Grace M. Spencer, husband and wife, as joint tenants, with full right of survivorship, and not as tenants-in-common.

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Thirty-five hundred DOLLARS to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and Mortgage to the said party 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:

The Southeast Quarter (SE¹) of the Southwest Quarter (SW¹) of Section Five (5), Township Thirteen South (13S), Range Twenty East (20E), less the East 1149.6 feet thereof, and less that part thereof used for public roads, containing five acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part

do hereby covenant and agree that at the delivery hereof it is 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 Thirty-five hundred Dollars, according to the terms of one certain note this day executed and delivered by the said party 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 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 surplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said party of the first part

In Witness Whereof, The said party of the first part has hereunto caused this mortgage to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE HOLMES-HAMMEL CO., INC.

By John S. Holmes President

Attest: M. B. Smith Secretary

State of Kansas Douglas County, ss.

Be It Remembered, That on this 26th day of September 1947

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John S. Holmes, President of The Holmes-Hammel Co., Inc.

a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and M. B. Smith

Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my hand and official Seal the day and year last above written

Notary Public, Term expires Mar 23, 1947