

33735 BOOK 93

MORTGAGE—Standard Form.

(No. 52 A)

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

**This Indenture**, Made this 11th day of October  
A. D. 1947 between Gerald M. Hoffecker and Belle Hoffecker, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Robert C. Rankin

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve hundred fifty 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 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:

Lot No. 159 on Missouri Street, in Block 54  
in that part of the City of Lawrence known  
as West Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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 Twelve hundred fifty Dollars, according to the terms of one certain note this day executed and delivered by the said first parties 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said first parties

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Gerald M. Hoffecker (SEAL)Belle Hoffecker (SEAL)

(SEAL)

STATE OF KANSAS

DOUGLAS County.

(SEAL)

Be It Remembered, That on this 11th day of October A. D. 1947 before me, the undersigned a Notary Publicin and for said County and State, came Gerald M. Hoffecker and Belle Hoffecker, 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 July 1, 1951

Notary Public.

Recorded October 13, 1947 at 11:15 A.M.

Barbara M. Black Register of Deeds.