

33777 BOOK 93

MORTGAGE-Standard Form.

(Rev. 22 A)

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

This Indenture.

Made this 15th day of October A. D. 1947, between James M. Blackwood, and Edna M. Blackwood, his wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles D. Stough and Narka Stough, his wife, of Lawrence, Douglas County, Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of FORTY-THREE HUNDRED and 00/100 (\$4300.00) 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 parties 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:

Lot 198 on Ohio Street, in the City of Lawrence, Douglas County, Kansas, commonly known as 1224 Ohio Street,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James M. Blackwood and Edna M. Blackwood 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, which estate, first parties agree to insure for the benefit of second parties in the amount of \$4300.00.

This grant is intended as a mortgage to secure the payment of Forty-Three Hundred and 00/100 (\$4300.00) Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said parties of the first part

to the said parties of the second part bearing interest at the rate of 4% per annum, payable semi-annually, and maturing 5 years from date. First parties may pay all or any part at any interest-paying date,

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 parties 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 parties of the first part, making such sale, on demand, to said parties of the second part, their 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

James M. Blackwood
Edna M. Blackwood

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County,

Be It Remembered, That on this 18 day of October A. D. 1947

before me, James D. Stough, a Notary Public

in and for said County and State, came James M. Blackwood and

Edna M. Blackwood, his wife

to me personally known to be the same persons 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 April 26, 1950 James D. Stough Notary Public.

the sub. herein described, having been paid in full, hereby created, discharged. As witness my hand. This 18th day of October, 1947. James D. Stough, Notary Public.