

33563 Book 82

MORTGAGE Standard Form

This Indenture,

Made this 23rd day of October A.D. 1947, between Ben S. Schloetzer and his wife, Anise Schloetzer

of Lawrence, in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, in full payment of the sum of Six Hundred and no/100 Dollars, have granted, bargained, sold and Mortgaged by the said parties of the second part, its 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 16, Sixty three (63) on New York Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Six Hundred and no/100 Dollars, according to the terms of the note this day made and delivered by the said parties 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, its successors and assigns, at any time thereafter, to sell the premises hereby granted for 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 to the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and delivered in presence of

Ben S. Schloetzer (SEAL)
Anise Schloetzer (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be it Remembered, That on this 23rd day of October A.D. 1947 before me, the undersigned, a Notary Public in and for said County and State, came Ben S. Schloetzer and his wife, Anise Schloetzer

to me personally known to be the same person as 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 31-1948 Pearl Emile Notary Public.

Recorded October 23, 1947 at 8:30

Navel A. Beck Register of Deeds