

34983 BOOK 93

MORTGAGE - Standard Form

(No. 52A)

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This Indenture,Made this 1st day of December
in the year of our Lord nineteen hundred Forty-seven between
Merwin B. Davis and Margaret Davis, his wifeof Lawrence in the County of Douglas and State of Kansasof the first part, and Martin B. Kelly

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Five Hundred (\$ 500.00) 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 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:

Lots three (3) four (4) and five (5)
addition five (5), North Lawrence, City of Lawrence,

Restaurant fixtures: all dishes, cooking utensils, Coca Cola box, steam
table, silver ware, hot water tank, gas heating stove, six coffee makers
soap kitchen and toaster.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Grantors

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 one certain note of (\$ 500.00)
Dollars, according to the terms of one 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 Y making such sale, on demand, to said

parties of the first part or their heirs and assigns.

In witness whereof, The said part 1st 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

Merwin B. Davis (SEAL)

Margaret B. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.

Be it Remembered, That on this 1st day of December A. D. 1947

before me, the undersigned, a Notary Public

in and for said County and State, came Merwin B. Davis and
Margaret D. Davis, his 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 Nov 29, 1950

M. L. Jackson Notary Public.