

MORTGAGE - Standard Form.

34097 Book 93

J. BOYLES, Publisher of Legal Books, Lawrence, Kansas

This Indenture,

Made this 14th day of November
A.D. 1947, between Marion A. Barlow and his wife, Jessie Barlow

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 part 1es of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold and by their presents do grant, bargain, sell and Mortgage to the said party 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: Beginning at a point 2.78 chains West of the North East corner of the South East Quarter of the North West Quarter of Section No. 36, Township 12, Range 19, thence South 1.67 chains, thence West 2.78 chains, thence North 1.67 chains, thence East 2.78 chains to the point of beginning, containing three eighths of an acre, more or less, also Lots 7, 8, 9, 10, 11 and 12 all in Block No. Eighteen (18), in Lane Place Addition in the City of Lawrence, Kansas, also Beginning at the Southeast corner of the North Half of the Northwest Quarter of Section No. 36, Township 12 of Range 19, thence North on the Quarter Section Line 526 feet, more or less, to the center of Eighth Street produced West from the City of Lawrence, thence West 34 rods, thence South 526 feet, more or less, to the south line of the North Half of the North West Quarter of said Section 36, thence East on said south line of North Half of North West Quarter to the place of beginning, less the tract of land conveyed to Irving Hill and described in the deed recorded in Book 157, Page 667.

with all the appurtenances, and all the estate, title and interest of the said part 1es 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Five Thousand and no/100 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 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, or any part thereof, in the manner prescribed by law, and out of all the money 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1es 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

Marion A. Barlow (SEAL)
Jessie Barlow (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County

(SEAL)

Be It Remembered, That on this 18th day of November A.D. 1947 before me, the undersigned a Notary Public in and for said County and State came Marion A. Barlow and his wife, Jessie Barlow 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 December 31, 1948 Pearl E. Smith Notary Public.

Recorded December 4, 1947 at 8:30 A.M.

Harold R. Beck

Register of Deeds

The note herein described, having been made in full to meet the mortgage hereby released, and to pay off the unpaid principal amount of same, due the 1st day of April 1948, Douglas County Building and Loan Association by Recessional Security (Corp. Seal)