

34278 BOOK 93

MORTGAGE—Standard Form.

(No. 22 A)

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

This Indenture, Made this 2nd day of JanuaryA.D. 1948, between Thomas A. Griffiths and Gladys H. Griffiths, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Fred Frediger

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight Thousand and no/100 DOLLARS to _____ 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:

The South 90 feet of the East 133 feet of Lot 1
in Christian's Subdivision of block 10 of Lane's
Second Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first parties 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 Eight Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said first parties 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 first parties their

heirs and assigns

In Witness Whereof, The said part 1st of the first part have _____ hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Thomas A. Griffiths (SEAL)
Gladys H. Griffiths (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF KANSAS

Douglas County, _____Be It Remembered, That on this 2nd day of January A.D. 48before me, the undersigned _____ a Notary Publicin and for said County and State, came Thomas A. Griffiths andGladys H. Griffiths, 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.

July 16, 1947

_____ Notary Public.

Recorded January 3, 1948 at 11:30 A.M.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand this 16th day of July 1947.

Fred Frediger
Dean E. M. Frediger

Release - The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand this 16th day of July 1947.