

34322 Book 93

MORTGAGE - Standard Form

(No. 32A)

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

**This Indenture,**

Made this 8th day of January  
A. D. 1948 between Benjamin Bailey, William E. Hultz and Eliza Hultz  
his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Alice Douglas - widow of Denver, Colorado

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS to du duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part her 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 No. 156 on New Jersey Street in Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said partion 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 owner of the premises above granted, and seized of a good and feeble estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of \$ 400.00 Dollars, according to the terms of a certain note this day executed and delivered by the said Benjamin Bailey, William E. Hultz and Eliza Hultz - his wife 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 Benjamin Bailey, William E. Hultz and Eliza Hultz, his wife his heirs and assigns

In Witness Whereof, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Leroy E. Harris  
Leroy E. Harris

STATE OF KANSAS

Douglas County

Benjamin Bailey (SEAL)  
William E. Hultz (SEAL)  
Eliza Hultz (SEAL)

Be It Remembered, That on this 8th day of January A. D. 1948

before me, Leroy E. Harris a Notary Public

in and for said County and State, came Benjamin Bailey  
William E. Hultz and Eliza Hultz - 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.

Leroy E. Harris  
Notary Public

