

34322 Book 93
(No. 32A)

MORTGAGE - Standard Form F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 8 th day of January
A. D. 19 48 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

of the second part,
Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Hundred (\$400.00) DOLLARS
to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she 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 part Y 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 lawful 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 has herunto set his
hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of
Leroy E. Harris (SEAL)
Benjamin Bailey (SEAL)
William E. Hultz (SEAL)
Eliza Hultz (SEAL)
STATE OF KANSAS,
Douglas County



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

My Commission Expires 3-6-
48