

MORTGAGE

34375 BOOK 93

This Indenture, made this 16th day of January in the year of our Lord, one thousand nine hundred and forty-eight, between Ernest A. Bales and Lydia A. Bales, his wife, of Lawrence in the County of Douglas and State of Kansas, parties of the first part, and W. E. Spelding, part of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of One Thousand Eight Hundred (\$1,800.00) to them made, the receipt of which is hereby acknowledged, by the said parties of the second part, GRANT, BARGAIN, SELL, and MORTGAGE to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Sixty-six (166) on New Hampshire Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the forever they are the owners of the premises above granted, and bound of a good and lawful title, free and clear of all encumbrances.

It is agreed between the parties hereto that the parties of the first part shall pay to the parties of the second part, the sum of \$1,800.00, in installments of \$100.00 per month, beginning on the 1st day of February, 1948, and continuing until the sum of \$1,800.00 has been paid in full. The parties of the first part shall also pay to the parties of the second part, the sum of \$100.00 per month, beginning on the 1st day of February, 1948, and continuing until the sum of \$1,800.00 has been paid in full. The parties of the first part shall also pay to the parties of the second part, the sum of \$100.00 per month, beginning on the 1st day of February, 1948, and continuing until the sum of \$1,800.00 has been paid in full.

THIS GRANT is made as a mortgage to secure the payment of the sum of One Thousand Eight Hundred (\$1,800.00) to the parties of the second part.

according to the terms of one certain written obligation for the payment of said sum of money, executed by the parties of the first part on the 16th day of January, 1948, and by its terms made payable to the parties of the second part. And the parties of the first part do hereby covenant and agree to pay to the parties of the second part, the sum of \$100.00 per month, beginning on the 1st day of February, 1948, and continuing until the sum of \$1,800.00 has been paid in full.

And this mortgage shall be void if such payment is made as herein provided, and the obligation shall be void if such payment is made as herein provided. And the parties of the first part do hereby covenant and agree to pay to the parties of the second part, the sum of \$100.00 per month, beginning on the 1st day of February, 1948, and continuing until the sum of \$1,800.00 has been paid in full.

It is agreed by the parties hereto that the terms and provisions of this mortgage and each and every one of them shall be binding upon the parties hereto and their heirs, assigns and assigns, and the parties of the first part do hereby covenant and agree to pay to the parties of the second part, the sum of \$100.00 per month, beginning on the 1st day of February, 1948, and continuing until the sum of \$1,800.00 has been paid in full.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Ernest A. Bales
Lydia A. Bales

STATE OF KANSAS
COUNTY OF DOUGLAS



Be It Remembered, That on this 16th day of January, A.D. 1948, before me, a Notary Public in the aforesaid County and State, came Ernest A. Bales and Lydia A. Bales, his wife.

to me personally known to be the same persons who executed the foregoing instrument, 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.

Ernest A. Spelding
Notary Public

My Commission Expires on the 28th day of October, 1948.

Recorded January 17, 1948 at 8:35 A. M.

Harold A. Beck

Register of Deeds