

MORTGAGE-Related Form

3443? BOOK 93

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

This Indenture

THIS Indenture, Made this 1st day of January, A. D., 1948, between Earl A. Hendrix and Helen D. Hendrix, husband and wife,

of Independence in the County of Jackson and State of Missouri
of the first part, and Noble D. Messer and Margaret Messer, husband and wife, as
joint tenants with right of survivorship and not as tenants in common.

of the second part

Witnesseth, That the said part 1cs of the first part, in consideration of the sum of SIX THOUSAND (36,000.00) only - DOLLARS to them sold; the receipt of which is hereby acknowledged, he yo sold and by these presents do grant, bargain, sell and Mortgage to the said part 1cs of the second part, their 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 North Forty (40) feet of Lot Twenty-one (21) and the South Six (6) Feet of Lot Twenty-two (22) in Block Five (5) in Lane's First Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Earl J. Hendrix and Helen D. Hendrix, husband and wife 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 indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Six Thousand (\$6,000.00) only Dollars, according to the terms of a certain Promissory Note, this day executed and delivered by the said Earl A. Hendrix and Helen D. Hendrix, husband and wife to the said part 1st of the second part.

and this conveyance shall be void if such payments be made as herein specified. BOREL shall 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 les of the second part their 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 les making such sale, on demand, to said Earl A. Hendrik and Helen G. Hendrik, husband and wife, or their

In Witness Whereof, The said parties
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Earl A. Hendrix (SEAL)
Helen D. Hendrix (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

DOUGLAS

County: _____

Be It Remembered, That on this 21st day of January A. D. 1948
before me Louis S. Parsons a Notary Public

in and for said County and State, came Earl A. Hendrix and Helen D.

Mendrix, husband and wife

to me personally known, to be the same persons 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 January 22 1951

Louis S. Parsons Notary Public

Recorded January 22, 1948 at 1:05 P.M.

Register of Deeds