

34422 BOOK 93

MORTGAGE - Standard Form

(No. 31 A)

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

This Indenture, Made this 29th day of January

In the year of our Lord nineteen hundred forty-eight between

Ben L. Williamson and Mae M. Williamson, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and C. B. Holmes

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five thousand and no/100 DOLLARS to them 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 Forty (40) feet of Lot Seventy-nine (79) and all of Lots Eighty (80) and Eighty-one (81) all in Block Nineteen (19) in West Lawrence in the City of Lawrence;

with all the appurtenances, and all the estate, title and interest of the said part ids of the first part therein.

And the said first parties

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 the sum of Five thousand and no/100 Dollars, according to the terms of a 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 party making such sale, on demand, to said first parties their heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Ben L. Williamson (SEAL)
Mae M. Williamson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 29th day of January A. D. 1948 before me, the undersigned a Notary Public in and for said County and State, came Ben L. Williamson and Mae M. Williamson, 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

10/3

1948

Arthur S. Beck

Notary Public.

This instrument was written on the original mortgage this 30th day of April 1948

Harold A. Beck
Register of Deeds
Donna M. Beck
Deputy

Recorded January 30, 1948 at 2:16 P.M.

Harold A. Beck

Register of Deeds.