

34529

BOOK 93

MORTGAGE-Standard Form

(No. 32 A)

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

This Indenture,

Made this 10th day of January

in the year of our Lord nineteen hundred forty-eight

between

Robert L. Rundle and Betty Ann Rundle, his wife.

of Lawrence in the County of Douglas and State of Kansas,

of the first part, and C.B. Hosford and E.T. Arnold

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

One Thousand

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 parties 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:

All of Lot One Hundred Sixty-six (166) and the south Twenty-four (24) feet of Lot One Hundred Sixty-four (164) on Indiana Street in the City of Lawrence, Kansas.

with all 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 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 except a certain mortgage of \$3500 to the Douglas County Building and Loan Association.

This grant is intended as a mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of a certain into this day executed and delivered by the said parties of the first part to the said parties 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 parties 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 surplus, if any there be, shall be paid by the parties of the first making such sale, on demand, to said parties of the first

their heirs and assigns

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

Signed, sealed and delivered in presence of

Robert L. Rundle [SEAL]

Betty Ann Rundle [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 10th day of January A.D. 1948

before me,

in and for said County and State, came Robert L. Rundle and Betty Ann Rundle, 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.

My Commission Expires March 12 1951

Michael L. Witz Notary Public.



Filed January 14, 1948 at 11:40 A. M.

Harold A. Beck Register of Deeds.

This mortgage was paid in full on 10/10/50, when the same was released and the same thereby cancelled, discharged, C.B. Hosford E.T. Arnold