

MORTGAGE-Standard Form

34572

BOOK 93

(No. 534)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kan.

This Indenture,

This Indenture, Made this 6th day of February in the year of our Lord nineteen hundred, Forty-Eight

~~John W. Hamilton and Della Jean Hamilton~~

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Martin E. Kelly

of the second part.

Witnesseth, That the said part 123 of the first part, in consideration of the sum of seven hundred fifty (\$ 750.00) 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 7 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:

Lot Number Eight (8) in single subdivision
in the city of Lawrence.

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

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 SEVEN HUNDRED FIFTY (\$750.00) Dollars; according to the terms of 1929 certain note this day executed and delivered by the said parties of the first part.

said part Y of the second part. Payments to be Twenty-Five (\$25.00) per month plus 6% interest on the unpaid balance. Payments to start March - first 48 months of the first and any payment or multiple payment at any time before 1976 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, 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 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 part Y making such sale, on demand, to said parties of the first part or their heirs and assigns.

In witness whereof, The said part 100 of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

John W. Haynes (SEAL)

Della Jean Hamilton (SEAL)

STATE OF KANSAS

Douglas County.

Be it Remembered, That on this 7th day of February A. D. 1946

before me, the undersigned

in and for said County and State, came John W. Hamilton and

Della Jean Hamilton, 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.

Merle L. Jackson Notary Public

My Commission Expires Nov 29, 1950

Serial 106 Recorded February 9, 1948 at 10:55 A. M.

Register of Deeds.