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34623 Book 93 . MONTGAGE-Stand F. I. BOYLES. Pullisher of I This Indenture, Made this 10th day of Pebrunry . A: D. 19 .48, between Reigh W. Dicker Fna his wife, Alice L. Dicker . Lawrence \_, in the County of Diuglas and State of of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth. That the said part 105 of the first part, in consideration of the sum of Fifteen Hundred and no/100------DOLLARS to them\_duly paid, the receipt of which is hereby acknowledged, ha ve\_sold and by these presents do \_\_\_\_\_ grant, bargain, sell and Mortgary to the said party of the second part, its 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: Beginning 570 feet South of the Northeast corner of the South 5 st. Quarter of Section Thirty (30) .; Township Twelve (12) , Hange Fronty -(24); thence South 125 feet, thence West 53 feet, thence North 125 feet, thence East 53 feet to the place of beginning, in Flock No. Seven (7), in that part of the City of Lawrence, known as Nor Lawrence. with all the appurtenances, and all the estate, title and interest of the said part 108 \_\_\_\_\_ of the first part therein. And the said \_ DErties of the first pert hereby covenant and agree that at the delivery hereof they are dothe lawful owner S 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 Fifteen Hundred and no/100------Dollars, according to the terms of One certain note this day executed and delivered by the said parties of the first part to the said party of the second part \_\_\_\_\_ and this conveyance shall be void if such payments be cified. But if default be made in such payments, or any part thereof, or thereon, or the taxes, or if the insurance is not kent up thereon, then this conveyance shall h int shall beco thereof, then this conveyance shall occur a should and the whole amount have of some due and physice, and it still be tawn for the said party of the second part, it successors 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 money 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 ne due and payable, and it shall be lawful for the mand to said parties of the first part, their hairs and anala In Witness Whereof, The said part 18s of the first part ha Ve\_hereunto set their handg and seals the day and year first above written. Kalth W Dicker Signed, Sealed and delivered in presence of (SEAL alice L. Dicker (SEAL (SFAL STATE OF KANSAS -Dourles (SEAT) County. Be It Remembered. That on this 1/2 day of \_\_\_\_\_ Rebruary\_ A.D. 19. 48. i before me the undersi med-Notary Public In and for said County and State came <u>Halph.w.</u> Dicker and his wife. Alice L. Dicker OTAR to me personally known to be the same person Swho executed the foregoing instrument o 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 May 5 1941 Keisn & Myer Notary Public. Varole a. Beck