

34653 Book 93

MORTGAGE—Standard Form.

(No. 52 A)

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

This Indenture,Made this 24th day of FebruaryA. D. 19 48, between Agnes C. Gray, a single woman, and Grace Tompkins and J. W. Tompkins, her husband,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Richard B. Stevens and John W. Brand, as joint tenants, with right of survivorship, and not as tenants in common,
of the second part.Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred 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 1st of the second part Richard B. Stevens and John W. Brand, as joint tenants, with right of survivorship, and not as tenants in common, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:Lot 137 on New Jersey Street in the City of Lawrence, Douglas County, Kansas.with all the appurtenances, and all the estate, title and interest of the said part 1st 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Two hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Agnes C. Gray and Grace Tompkins to the said part 1st of the second part as joint tenantsand 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 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 1st of the second part, Richard B. Stevens and John W. Brand, as joint tenants, with right of survivorship, and not as tenants in common, 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 1st making such sale, on demand, to said second parties

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

Agnes C. Gray (SEAL)
Grace Tompkins (SEAL)
J. W. Tompkins (SEAL)

STATE OF KANSAS

Wyandotte County,Be It Remembered, That on this 24th day of February A. D. 19 48 before me, the undersigned a Notary Public in and for said County and State, came Grace Tompkins and J. W. Tompkins, her husband,

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

4/12/49.J. W. Wilfong Notary Public.Richard B. Stevens