501 34613 BOOK 93 F. J. BOYLES. PAN This Indenture, Made this _22nd der of January A. D. 19 48 between James Robert Chemberlain and his wife, Edne Jean Chamberlain Lawrence . of . 4. . , in the County of ____ Dourles and State of ... Kenses of the first part, and The Douglas County Building and Loan Association of the second part, Witnesseth. That the said part 128_of the first part, in consideration of the sum of Thirty Seven munared Fifty and no/100------DOLLARS to them_duly paid, the receipt of which is hereby acknowledged, har ve_sold and by these presents do grant. bargain, sell and Mortgage to the said, party of the second part, its heirs and assigns forwer, all that fract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Lot No. One Hundred Minety Two (192) on Tennessee Street, in the City of Lawrence; and that part of Lot No. One Hundred Minety-(190) on Tennessee Street, in the City of Lawrence, described an follows: "Commencing at the South West corner of Lot No. 190 on Tennessee Street in the City of Lawrende, thence North 9 feet, thence Sast 70 feet, thence South 2 feet, thence East to the East line of said Lot 190, thence South to the South line of said Lot 190, thence west along the .South line of said Lot 190 to the place of beginning. with all the appartenances, and all the estate, fitle and interest of the said part 108 of the first part therein. And the said ______ Parties of the first part ---do hereby covenant and a ree that at the delivery hereof ... they are the lawful owners 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 Dollars, according to the terms of One ______certain _____ note this day executed and delivered by the said parties of the first part 3 to the said party of the second part _____ and this conveyance shall be void if such payments be made as here of, or interest thereon, or the taxes, or if the insurance is not kept u mount shull become due and payable, and it shall be lawful for th specified. But if default be made in such payments, or any part thereof, or in thereon, then this conveyance shall become absolute; and the whole amount sh hall become due and payable, and it shall be lawful for the r, to sell the premises hereby granted, or any part thereof, in h sale to retain the amount then due for orincinal and interest said party of the second part, its su ors and assigns, at any tim part is and out of all the moneys arising from such sale to retain the amount then due for principal and interest, and charges of making such sale, and the overplux if any there be; shall be paid by the party making such sale; on Tibed b together with the costs a 1 demand, to said ______ Parties of the first part, their heirs and assigns. In Witness Whereof, The said part 105 of the first part ha ve hereunto set. the 1r . hand 8 and seal 8 the day and year first above written. Jane Robert Chan Kolami (SEAL) Signed, Sealed and delivered in presence of Edna Jean Chamberlain SEAL · (SEAL) STATE OF KANSAS County, (SEAL) Douglas Be It Remembered. That be this 240 day of February A.D. 1948the undersigned a Notary Public inty and State tame . James Robert, Chamberlain before me..... ment and the lien in and for said County and State, "came. 4. and his vife, Edna Jean Chamberlain to me personally known to be the same persong 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 or the day and year last above itten 2 311948 V.a n expires D.e My comm -0 _Notary Public. David a sect Wa Sela cia