

35955 BOOK 94

MORTGAGE-Standard Form.

(No. 52 A)

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

This Indenture,

Made this 19th day of March

A. D. 1948, between John E. Holladay and his wife, Oleta

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

The Jayhawk Federal Credit Union

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Five Hundred & 00/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does grant, bargain, sell and Mortgage 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:

North Forty Nine (49) feet of Lot Number
One Hundred Fifty Two (152) on Connecticut Street
in the city of Lawrence.

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

And the said John E. Holladay and wife, Oleta

does 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 no exceptions

This grant is intended as a mortgage to secure the payment of Two Thousand Five Hundred & 00/100 Dollars; according to the terms of one certain note this day executed and delivered by the said

John E. Holladay and wife, Oleta

to the said party of the second part

The Jayhawk Federal Credit Union

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 party of the second part its 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said John E. Holladay and wife, Oleta

or their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John E. Holladay
Oleta Holladay

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of Douglas

Be It Remembered, That on this 20th day of March A. D. 1948

before me, Alice Pater

in and for said County and State, came John E. Holladay and

Oleta Holladay 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 Oct. 27- 1951

Alice Pater

Notary Public.

