

35973 BOOK 94

MORTGAGE—Standard Form.

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

This Indenture, Made this 13th day of April
A. D. 19 48, between Paul I. Curtis and his wife, Evelyn Mae Curtis

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st 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, have sold and by these presents do 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:

Beginning at a point 120 feet south of northwest corner of Block No. Nine (9) in that part of the City of Lawrence, known as North Lawrence, at the intersection of the South line of Elm Street and the East line of Maryland Street (now 6th Street North), and running South on the East side of Maryland Street (now 6th Street North) 80 feet; thence East 158 71/100 feet; thence North 80 feet; thence West to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part, do hereby covenant and agree 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 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 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 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their

heirs and assigns.
In Witness Whereof, The said part 1st 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

Paul I. Curtis (SEAL)
Evelyn Mae Curtis (SEAL)

STATE OF KANSAS

Douglas County.



Be It Remembered, That on this 14th day of April A. D. 19 48, before me, the undersigned, a Notary Public in and for said County and State, came Paul I. Curtis and his wife, Evelyn Mae Curtis

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 May 5, 1948 Reuben C. Myers Notary Public.

Recorded April 15, 1948 at 9:00 A.M.

Harold A. Beck Register of Deeds

This mortgage is from Paul I. Curtis, former owner of the premises described herein, to The Douglas County Building and Loan Association, a corporation organized under the laws of the State of Kansas, for the purpose of securing the payment of a note executed by Paul I. Curtis and his wife, Evelyn Mae Curtis, to the said association, and for the purpose of creating a lien in favor of the said association on the premises described herein.