

35129 BOOK 94

MORTGAGE-Standard Form.

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

This Indenture,

Made this 15th day of April
A. D. 19 48, Between Neal Rist and his wife, Edna Rist

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 Twenty Six Hundred Fifty and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have ve 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:

Lot No. One Hundred Twenty Three (123) and the East Half of Lot No. One Hundred Twenty Two (122) in Addition No. Three (3) in that part of the City of Lawrence, known as North Lawrence.

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 owner 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 Twenty Six Hundred Fifty 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 therein, 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 overplus, 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

Neal Rist (SEAL)

Edna Rist (SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County: 1st

Be It Remembered, That on this 15th day of April, A. D. 19 48, before me, the undersigned, a Notary Public

in and for said County and State, came Neal Rist and his wife, Edna Rist

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

Russ V. Myers Notary Public.



This instrument was recorded in the office of the Register of Deeds, Douglas County, Kansas, on April 21, 1948, at 9:00 A.M., and the same was indexed in the index book of said office on April 21, 1948, at 9:00 A.M.