

Reg. No. 6266  
Fee Paid \$7.50

35262 BOOK 94

(No. 22B)

F. J. Boykin, Publisher of Legal Forms, Lawrence, Kansas

MORTGAGE - Standard Form

**This Indenture,** Made this 6 day of May,  
 A.D. 1943, between Elvis Blakeman and Nellie Blakeman his wife

of Lawrence in the County of Douglas and State of Kansas  
 of the first part, and Marjorie E. Blakeman

of the second part.

**Witnesseth.** That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part her 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 261 feet west and 128 feet south of a stone set by L. F. Green, Deputy County Surveyor of Douglas County, Kansas, in 1867, at the center of the Northeast Quarter of Section Seven (7); Township Fifteen (15) South, Range Twenty-one (21) East, in Douglas County, Kansas; running thence West to the West line of the northeast Quarter of said Section Seven (7); thence North to the North line of the South Half ( $\frac{1}{2}$ ) of the Northwest Quarter of the Northeast Quarter of said Section Seven (7); thence East 1035 feet, more or less, to the center line of First Street, as shown in the recorded Plat of Plat Book "a", page 9, in the office of the Register of Deeds of Douglas County, Kansas, of the vacated town of Black Jack; thence South 328.7 feet, thence East 35 feet, thence South to the place of Beginning; said land being a part of the vacated town of Black Jack, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Three Thousand Dollars, according to the terms of a 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, her 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 Parties of the first part their heirs and assigns

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

Signed, Sealed and delivered in presence of

Elvis Blakeman (SEAL)

Nellie Blakeman (SEAL)

(SEAL)

(SEAL)

John P. Brown & M. T. Moore, Esq., for Plaintiff, 1271 Page, 589