

35287

BOOK 94

MORTGAGE—Standard Form

(No. 32 A)

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

This Indenture,

Made this

day of April

A. D., 1948, between William Bosze and Nancy Bosze, husband and wife,of Lawrence in the County of Douglas and State of Kansas
of the first part, and Thomas Stam, of Lawrence, Douglas County, Kansas,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) ----- 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 part y of the second part, his 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 Number Ninety Five (95) on Pennsylvania Street, in the city of Lawrence, Douglas County, Kansas

With all the appurtenances, and all the estate, title and interest of the said part ies 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 except one certain mortgage for the sum of Five Thousand Dollars, which, at this time has been reduced to the sum of Four Thousand Two Hundred and Seven Dollars and Sixty Two Cents. One Thousand (\$1000.00) 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 to the said part y of the second part, providing for the repayment of the principal sum of One Thousand Dollars at the rate of Forty Dollars (\$40.00) per month, together with the interest on the principal sum at the rate of 3 1/4 per year, payable each month 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 part y of the second part his 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 part y making such sale, on demand, to said parties of the first part or to whom the same may belong. heirs and assigns

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

Signed, Sealed and delivered in presence of

William Bosze (SEAL)
Nancy Bosze (SEAL)

STATE OF KANSAS,

Douglas County, Mo.

Be It Remembered, That on this 7th day of May, A. D. 1948
before me, the undersigned, a Notary Public

for said County and State, came William Bosze and Nancy Bosze,
husband and wife,

known to me personally 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

October 1950
DOUGLAS

W. J. Boyle Notary Public

FOR FIRST PAY 12, 1948 AT 10:30 A. M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 19th day of October 1963.

Thomas Stam