35472 BOOK 94 MORTGAGE-Nend F. L. BOYLES, P. **This Indenture**, Made this 25th day of A. D. 19 48, between Merion A. Barlow and his wife, Jessie Barlow , in the County of Douglas Lawrence KAncas _ and State of of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth, That the said part 105 of the first part, in consideration of the sum of Forty Five hundred and no/100--------DOLLARS to then_duly paid, the receipt of which & harby seknewledged, ha ve sold and by these presents do. 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 Ind studied in the County of Douglas and State of Kanasa, decrifed as follows, to writ "Fey infing at a bolth". 2.76 chains West of the Horth 'East corner of the South East Quarter of the North Yeat Quarter of Section Ho. 36, Township 12, Fange 19, thence South 1.67 chains, thence West 2.78 chains, thence Forth 1.67 chains, thence East 2.78 chains to the point of beginning, containing three eighths of an acre more or less, also, +Lots 7; 8, 9, 10, 11 and 12, all in Flock No. Eightheen (18), in LaneyPlace Addition in the City of Lawrence, Kansas, also, Festiming at the Southeast corner of the North Half of the Northwest Quarter of Section No. 36, Township 12 of Hange 19, thence North on the Quarter Section line 526 feet, more or less, to the center of Sighth Street produced West from the City of Lawrence, thence West 34 rods, thence South 526 feet, more or less to the South line of the North Half of the North West Quarter of said Section jo, thence East on said South line of North Half of North TAG cuarter to the place of beginning, less the tract of land conveyed to Irving hill and described in the deed recorded in Book 157, page 667. with all the appurtenances, and all the estate, title and interest of the said part les of the first part therein. And the said ______ parties of the first part do _____hereby covenant and agree that, at the delivery hereof . they one the lawful owners' of the premises above granted, and seizer 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 Forty Five Hundred and no/100----Dollars, according to the terms of one certain note this day executed and delivered by the said to the said party of the second part 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 sid 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 moneyr arising from such sale to retain the amount their 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 _____ Derties of the First part, their heirs and assign In Witness Whereof, The said part _____ les__of the first part ha _____ Ve_hereunto set _____ he 1 m. hand ² and seal 8 the day and year first above written. Signed, Sealed and delivered in presence of Marcon a. Barlow SEALI Jessie Baslam (SEAL) (SEAL) STATE OF KANSAS County. (SEAL) Douglas Be It Remembered. That on this 25 th day of A. D 1945 OIN V. Ar the undersigned . a Notary Public before me. in and for said County and State, came Marion A. Barlow and his mire Jessie Parlow the same person⁵ who executed the foregoing instrument of the execution of the same. to me personally known to be the sam writing, and duly acknowledged the execu-. 0 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. Curil. Kith huch. Notary Public. My commission expires Mary 5, 1952 ad diale

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