

35500

BOC-94

MORTGAGE-Standard Form

Form 52-A

C. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this first day of June
A. D. 1928, between Stephen Dimery and Kathryn E. Dimery, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and D. G. Phelps, E. Rice Phelps, & Thelma W. Phelps, Partners,
doing business as Lawrence Loan and Finance Company, Lawrence, Kansas,

Parties of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Six Hundred Sixty 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 part 2nd of the second part, their 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 forty-nine (149) on New Jersey Street,
in the City of Lawrence, Douglas County, Kansas.

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 inalienable estate of inheritance therein, free and clear of all
incumbrances whatsoever.

This grant is intended as a mortgage to secure the payment of Six Hundred Sixty 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 part 2nd 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 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 2nd of the second part their 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 2nd making such sale, on demand, to said parties of the first part.

In Witness Whereof, The said part 1st of the first part have hereunto set
hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Stephen Dimery (SEAL)
Kathryn E. Dimery (SEAL)
Kathryn E. Dimery (SEAL)

STATE OF KANSAS,

Douglas County,

County,

day of June A. D. 1928

Be It Remembered, That on this day of June A. D. 1928

before me, E. C. Phelps, a Notary Public
in and for said County and State, came Stephen Dimery and Kathryn
E. Dimery, his wife

to me, personally known to be the same person 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 Jan 11 1929

Notary Public