

35501

BOOK 94

MORTGAGE - Standard Form

(No. 52B)

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

This Indenture,Made this 2nd day of June
A. D. 1948, between William C. and Hazel D. Garrett, husband and wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and L. H. Emmett

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Seventeen hundred and no/100 DOLLARSto 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 party 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 thirty seven (37) in Fair Grounds an addition to the city of
Lawrence, 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 inalienable estate of inheritance therein, free and clear of all
incumbrancesThis grant is intended as a mortgage to secure the payment of Seventeen hundred and no/100
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 partand 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 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 party of the first part making such sale, on demand, to said parties of the first part heirs and assignsIn Witness Whereof, The said parties 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

William C. Garrett (SEAL)
Hazel D. Garrett (SEAL)

STATE OF KANSAS,

Douglas County,Be It Remembered, That on this 2d day of June A. D. 1948
before me C. B. Hosford a Notary Public
in and for said County and State, came William C. Garrett and
Hazel D. Garrett his wife
to me personally known to be the same person who executed the within 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 June 26 1951C. B. Hosford
Notary Public

Recorded June 2, 1948 at 1:00 P. M.

Harold A. Beck Register of Deeds

Be it further remembered, That on this day of June A. D. 1948, the within instrument was acknowledged by the parties thereto, and the lien thereon is hereby acknowledged.