

MORTGAGE-Standard Form

35596 BOOK 94

(No. 534)

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

This Indenture.

This Indenture, Made this 11th. day of June
A. D., 1948, between Merwin B. Davis and Margaret D. Davis his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and C. J. Knox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand (\$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 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: Lots Four (4) and Five (5) in Addition Five (5) in that part of the City of Lawrence known as North Lawrence.

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 One Thousand (\$1000.00) ---
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

_____ 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 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 1st making such sale, on demand, to said parties of the first part.

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

Signed, Sealed and delivered in presence of

Merris B. Davis (SEAL)
Margaret B. Davis (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS.

Douglas County

Be It Remembered, That on this 12th day of June A. D. 1948

before me, Frank Fox, a Notary Public
in and for said County and State, came Merwin E. Davis and
Margaret D. Davis, 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 Compensation Expires

July 7 1948

to subscribed my name and affixed my official seal

Frank Cox

Notary Public

Donald A. Beck Register of Deeds