

36089 BOOK 94

MORTGAGE-Standard Form

(No. 57A)

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

This Indenture,

Made this 6th day of August

A. D. 1948, between Norman S. Edmonds and Wanda Edmonds, his wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Julius Marks

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Thousand (\$15,000.00) 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:

The South Thirty-five (35) feet of the West Half (1/2) of Lot Number Four (4) and the North Sixty-five (65) feet of the West Half (1/2) of Lot Number Five (5) in Moreland Place, an addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part has 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 owners 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 \$15,000.00 Dollars, according to the terms of one certain PROMISSORY 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 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 their heirs and assigns.

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

Signed, Sealed and delivered in presence of

Norman S. Edmonds (SEAL)
Wanda Edmonds (SEAL)

STATE OF KANSAS,

Douglas County, Mo

County, Mo

He It Remembered, That on this 6th day of August A. D. 1948

before me, Mary L. Keegel, a Notary Public

in and for said County and State, came Norman S. Edmonds and Wanda

Edmonds, his wife

to me personally known 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 December 10 1951

Mary L. Keegel Notary Public

