

36091 BOOK 94

MORTGAGE—Standard Form

(No. 22 A)

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

This Indenture, Made this 9th day of AugustIn the year of our Lord nineteen hundred forty-eight between
Leo L. Eller and Dorothy G. Eller, his wifeof Lawrence in the County of Douglas and State of Kansasof the first part, and Walter A. McClain and Hattie B. McClain, husband and wife
as joint tenants with right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Thousand Six Hundred and Fifty 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 parties 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 7, Block 7, in Haskell Place, an addition to the City of
Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.
And the said first parties

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 the sum of forty-six Hundred and fifty
Dollars, according to the terms of a certain note this day executed and delivered by the
said first parties to the
said part ies of the second part

and this conveyance shall be void if each payment be made as herein
specified. But if default be made in each payment, 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
parties 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 surplus, if any there be, shall be paid by the
parties making such sale, on demand, to said first parties

their heirs and assigns

In witness whereof, The said part ies 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

Leo L. Eller (SEAL)
Dorothy G. Eller (SEAL)
(SEAL)

STATE OF KANSAS,

DOUGLAS

County,

ss.

Be it Remembered, That on this 9th day of August A. D. 19 48

before me the undersigned _____, a Notary Public
in and for said County and State, came Leo L. Eller and Dorothy G.
Eller, 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.

Arthur S. Park
Notary Public.



10/3 1948

Recorded August 10, 1948 at 11:40 A. M.

Harold A. Beck Registrar of Deeds.