

86239 BOOK 94

MORTGAGE - Standard Form

(No. 52B)

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

This Indenture, Made this 27th day of August

A. D. 1948, between, M. E. Bond and Single part

of Lawrence in the County of Douglas and State of Kansas
of the first part, and M. E. Bertschinger

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of

Two Thousand

DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he has 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 One hundred three (103) on New York Street in the city of Lawrence,
Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part does hereby covenant and agree that at the delivery hereof he is 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 Two Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said Party of the first part to the said party 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 party making such sale, on demand, to said Party of the first part

heirs and assigns

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

Closed, Sealed and delivered in presence of

M E Bond

(SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 31 day of August A. D. 1948 before me, C. B. Hopfer, a Notary Public in and for said County and State, came M. E. Bond

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 1951

C. B. Hopfer

Notary Public

Recorded August 31, 1948 at 4:25 P.M.

Harold G. Beck

Register of Deeds.