

36288 BOOK 9

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МОНТАЖ

(No. 52 K)

This Indenture, Made this second day of September, in the year of our Lord one thousand nine hundred and forty-eight, between Elmer F. Hartman and Madeline E. Hartman, his wife.

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence, Kansas,

part V of the second part.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of Two Thousand Five Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, be REsold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Half (S₁) of the East Half (E₁) of Lot Four (4) and the East Half (E₁) of Lots Five (5), Six (6) and Seven (7) all in George C. Smith's Addition to the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.

And the said part 163 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 the sum of Two Thousand Five Hundred and
50/100 - DOLLARS,
according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the second day of
September 1948, and by the terms made payable to the part Y of the second part, with all interest
accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part
to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part Y of the first part shall fail to pay
the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in payment of any sum due, or if the insurance is not kept up, or provided otherwise, or if the taxes on real estate are not paid when the same become due and payable, or if the insurance is discontinued, and on said premises, then this conveyance shall become absolute and the whole sum recited above, together with interest thereon at the rate of six percent per annum, shall be immediately due and become due and payable at the option of the holder hereof, without notice or demand, it shall be lawful for the party holding this instrument to sue upon the same in any court of record, or before any justice of the peace, and all the expenses incurred by the holder hereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all money arising from such sale, the amount so due, together with principal and interest, together with the costs and charges incident thereto, and the overplus, if any, there shall be paid by the party holding this instrument.

It is agreed by the parties hereto that the terms and provisions of this instrument and each and every obligation therein contained, and all benefits accruing hereunder, shall control and govern, and be obligatory upon the heirs, executors, administrators, personal representatives, successors and successors of the respective

In Witness Whereof, these 100 days of June, 1900.

In Witness Whereof, the part 103 of the first part he V.G. hereunto set his hand and seal the day and year last above written.

STATE OF Kansas }
COUNTY OF Douglas }

Be It Remembered, That on this 2nd day of September A.D. 1948
before me, a notary public in the aforesaid County and State,
came Elmer F. Hartman and Madeline E. Hartman,
his wife,

to me personally known to be the same person. I who executed the foregoing instrument 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 April 17 1952

Ward of West Register of Deeds.