

36288

BOOK 912

NOTES

(No. 53 K)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kan.

This Indenture, Made this second day of September, in the
year of our Lord one thousand nine hundred and forty-eight between

Elmer E. 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 7 of the second part

Witnesseth, that the said part 103 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, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party _____ 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 (S $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of Lot Four (4) and the East Half (E $\frac{1}{2}$) 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 103 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

[illegible]

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Five Hundred and
no/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 its 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 1.03 of the first part shall fail to pay the same as provided in this indenture.

[illegible]

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 103 of the first part he VO hereunto set their hand & seal the day and year last above written.

In Witness Whereof, the part 103 of the first part he, VA, hereunto set their hand and seal, 3 the day and year last above written.

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(SEAL)
 Madeleine E. Hartman

STATE OF Kansas
COUNTY OF Douglas } 88

Be It Remembered, That on this 2nd day of September A. D. 19 48

before me, a notary public in the aforesaid County and State.

name Elmer F. Hartmand and Madeline E. Hartman.

his wife,

to me personally known to be the same person³ 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 Apr 11 17 1952

Harold A. Beck Register of Deeds.