

3-25-1948
This mortgage is hereby released, and the same hereby created.
Frank E. Banks

Reg. No. 6534
Fee Paid \$9.00

36555

BOOK 94

MORTGAGE-Standard Form

(No. 52A)

P. I. B. Co., Publisher of Legal Blanks, Lawrence, Kan.

This Indenture,

Made this Seventh day of October

in the year of our Lord nineteen hundred forty-eight

between

Lydia M. Sims and Ethan A. Sims, her husband,

of Lawrence in the County of Douglas

and State of Kansas

of the first part, and Frank E. Banks

of the second part.

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

Three thousand six hundred - (\$3600.00) - - - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has ve sold and by these presents do
grant, bargain, sell and Mortgage to the said party his 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 Number Eighty (80) and the South Ten (10) feet of Lot Number

Seventy-eight (78) on New Hampshire Street in 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 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 the sum of \$3600.00

Dollars, according to the terms of a certain note this day executed and delivered by the
said parties 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 his 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 cost and charges of making such sale, and
the overplus, if any there be, shall be paid by the party y making such sale, on demand, to said parties of
the first part their heirs and assigns

In witness whereof, The said part ies of the first part have hereunto set their
hand s and seals the day and year first above written.

Signed, sealed and delivered in presence of

Lydia M. Sims (SEAL)

Ethan A. Sims (SEAL)

STATE OF KANSAS,

Douglas County,

ss.



Be it Remembered, That on this 7th day of October A. D. 1948

before me Frank E. Banks a Notary Public

in and for said County and State, came Lydia M. Sims and Ethan A. Sims, her husband,

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.

July 7 1948

Frank E. Banks
Notary Public.

Barold J. Beck
Deputy Notary Public