

36527 BOOK 55

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MORTGAGE-Standard Form.

This Indenture, Made this 4th day of November
A. D. 1948, between John F. Metsker and his wife, Pearl E. Metsker

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Thirty Two hundred and no/100----- DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, have ve sold and by these presents do grant,
bargain, sell and Mortgage to the said party of the second part, its 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 No. Thirteen (13) in Block No. Twenty Six (-c) in Sinclair's
Addition, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Thirty Two Hundred and no/100
Dollars, according to the terms of one 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 of the second part, its successors 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 parties of the first part, their

heirs and assigns.
In Witness Whereof, The said part 1st of the first part have hereunto set their
hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of

John F. Metsker (SEAL)
Pearl E. Metsker (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
Douglas County, ss.

Be It Remembered, That on this 12th day of November A. D. 1948
before me, the undersigned a Notary Public
in and for said County and State, came John F. Metsker and his wife
Pearl E. Metsker

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.

My commission expires May 5, 1950 Reuben V. Myers Notary Public.



Harold O. Books Register of Deeds
Donahy N. Books, Deputy

This instrument was written by the original mortgagor on the 4th day of November 1948 at Lawrence, Kansas. Subscribed and sworn to before me on the 12th day of November 1948.

When this instrument was written, the mortgagors were sane, sober, of legal age, and of sound mind, and were not under any legal disability, and were not under any legal obligation to execute this instrument, and were not under any legal obligation to execute this instrument, and were not under any legal obligation to execute this instrument.