

363 BOOK-95

MORTGAGE-Standard Form

(No. 32A)

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

**This Indenture,**

Made this 26th day of November  
in the year of our Lord nineteen hundred Forty eight between  
Frank E. Godding and Leota E. Godding, husband and wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and, Julia L. Maxwell

of the second part.

**Witnesseth.** That the said part ies of the first part, in consideration of the sum of Fifteen Hundred and no/100----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part her 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. One Hundred Fifteen (115) on Main Street, in block No. Thirty Five (35) in West Lawrence, in the City of Lawrence, in Douglas County, Kansas.

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 Fifteen Hundred and no/100----- Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Frank E. Godding and Leota E. Godding, his wife to the said part y of the second part Julia L. Maxwell

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 part y of the second part her 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 part y making such sale, on demand, to said Frank E. Godding and Leota E. Godding, his wife, their heirs and assigns.

**In witness whereof.** The said part ies of the first part have hereunto set their hand and seal the day and year first above written.  
Signed, sealed and delivered in presence of

Frank E. Godding (SEAL)  
Leota E. Godding (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas

County, ) ss.



Be it Remembered, That on this 26th day of November A. D. 1948

before me, Alvinna Burris, a Notary Public

in and for said County and State, came Frank E. Godding and Leota E. Godding, his wife

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.

My Commission Expires December 22, 1948.

Alvinna Burris Notary Public.

Warren D. Beck Register of Deeds