135 3605 BOOK 95 F. I. BOYLES. P.A. This Indenture, Made this 2nd day of Decemb A.D. 19 45 between JEESE E. McKinney and his wife, Estner McKinney - day of December of Lawrence , in the County of Douglas' of the first part, and The Douglas County Building and Loan Association of the second part. and State of Kaneps . .. .. Witnesseth. That the said part 1,68 of the first party in consideration of the sum of Twenty Five Hundred and no/100----- DOLLARS to them\_duly paid, the receipt of which is hereby acknowledged, ha Ve\_sold and by these presents do 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. Firty Four (54) on Louisians Street, in the City of Lawrence. with all the appurtenances, and all the estate, title and interest of the said fort 108 of the first part therein. parties of the first part And the said do \_\_\_\_hereby covenant and agree that at the delivery hereof \_\_\_\_hereby ere the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all This grant is intended as a mortgage to secure the payment of Twenty Five 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 pert 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 lowful for the scale party of the second part, its successors and assigns, at any time thereafters to sell the premises hereby granted, or any part thereof, or the manner prescribed by lay; and out of all the moneys arising from such sale to treat the amount then due for principal aph 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 pale, on demand, to said Darties of the first part, their heirs and assigns, In Witness Whereof. The said part 100 of the first part ha Ve hereunto set Ineir hand and seal the day and year first above written. James E. m. Minney (SEAL) Signed, Sealed and delivered in presence of Esther m Kinney (SEAL) (SEAL) STATE OF KANSAS Douglas County. ASEAL) A.D. 19 49 Be It Remembered. That on this 3 --- day of December. before me\_\_\_\_\_\_a Notary IM in and for said County and State, came\_\_\_\_\_JE TEE E. McKinney and his NOTARE a Notary Public wire, Esther McEinney PUBLIC to me personally known to be the same person 5 who writing, and duly acknowledged the execution of the same on 5 who executed the foregoing instrument of .IN WITNESS, WIEFREDF, I have hereunto subscribed my name and affixed my official seal on the day and year last above write. COUNTY December 31 1948 Vearl Emick My commission expires\_ Notary Public arold a. Corp Lai

Post States