

36973 BOOK 95

MORTGAGE—Standard Form

(No. 32 A)

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

This Indenture, Made this 18-th day of November
A. D. 19 48, between John W. Hamilton and Della Jean Hamilton his wife.

of Lawrence in the County of Douglas and State of Kansas
of the first part, and M.E. Kelly

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred Fifty (\$650.00) 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 party 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 Eight (8) in Sinclair Subdivision, in the city of
Lawrence,

with all the appurtenances; and all the estate, title and interest of the said party of the first part therein.

And the said grantors

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 Six hundred Fifty (\$650.00)
Dollars, according to the terms of one certain note this day executed and delivered by the
said John W. Hamilton and Della Jean Hamilton, his wife
said party of the second part Payments to be Twenty-Five (\$25.00) plus 8% int.
on the unpaid balance. Payments to start the 18-th of Dec. 1948. Party of
the first part may pay \$25.00 per month or the multiple thereof at any
payment date.

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, 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 costs 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
or their heirs and assigns.

s In Witness Whereof, The said party 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

John W. Hamilton (SEAL)
Della Jean Hamilton (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 7 day of Dec. A. D. 19 48

before me, Minnie M. Lucas, a Notary Public

in and for said County and State, came John W. Hamilton and

Della Jean Hamilton his wife

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 April 15, 1952 Minnie M. Lucas Notary Public



Recorded December 8, 1948 at 9:05 A. M.

Filed for
Record
County

By Edward Shaw Register of Deeds.
Edward Shaw
Shaw Shaw