

37069 BOOK 95

MORTGAGE—Standard Form.

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

# This Indenture, Made this 17th day of December

A. D. 19 48, between Martha Esther Albright, an unmarried woman and August Barringer, also known as August Barringer, a single man

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 Eleven 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 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:

Commencing at the South East corner of Lot No. One Hundred Fifty Eight (158) on Kentucky Street, in the City of Lawrence, thence North 42 feet, thence West parallel with the south line of said Lot, 44 feet, thence South 42 feet to the south line of said Lot, thence east on the south line of said Lot, 44 feet to the place of beginning.

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 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 Eleven 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

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Martha Esther Albright (SEAL)

August Barringer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 21st day of December A. D. 19 48

before me the undersigned, a Notary Public

in and for said County and State, came Martha Esther Albright, an

unmarried woman

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 1952

Paul C. Meyer

Notary Public.

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 23rd day of December A. D. 19 48

before me, John C. Emick, a Notary Public

in and for said County and State, came August Barringer, also known

as August Barringer, a single man

to me personally known to be the same person who executed the within 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 January 13, 1952

John C. Emick

Notary Public.

Recorded December 24, 1948 at 10:40 A. M.

Harold A. Beck, Register of Deeds.

Return

When a loan described, having been paid in full, this mortgage is to be returned to the lender, and the lien thereby created, discharged. As witness my hand and seal this 18th day of September A.D. 1953 The Douglas County Building and Loan Association (Corp. Inc.)