11/10/10/10/10 7 BOOK 95 MORTONOR 37092 F. I. BOYLES. P This Indenture, Made this 27th day of December A. D. 19 48, between ____ William Kerns and his wife, Janie Kerns of Lawrence , in the County of Dougles and State of Kenses of the first part, and The Douglas County Building and Loan Association of the second part. 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: grant. Lots Nos. One Hundred Fifty Seven (157) and One Hundred Fifty Nine (159) and the West ten feet of Lot No. One Hundred Sixty One. (161) all in Block No. Three (3), in that part of the City of Lawrence, known as North Lawrence. with all the appurtenances; and all the estate, title and interest of the said part 100 _of the first part therein. And the said ______ perties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8 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 Fifty 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 . . 4 specified. But if default be made in such payments, or any part thereof, or interest thereon, 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 payshell, and it shall be lawful for. the said party of the second part, its successors and assigns, at any tipe thereafter, to sell the premises bereby granted, or any part thereof, in the manner prescribed by law; and out of all the money arising from such said to retain the amount then due for principal find 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, or provide the sale of the money arising from the sale, and the overplus, if any there be, shall be paid by the party making such sale, or provide the sale of the money arising from the sale of the party making such sale. demand, to said parties of the first part, their heirs and assigns. In Witness Whereof, The said part 108 of the first part ha Ve hereunto set their hands and scals the day and year first above written. Signed, Sealed and delivered in presence of aullian Kinn (SEAL Hanie Kims. . . (SEAL) (SEAL) STATE OF KANSAS 86. (SFAL) Dougles County. A.D 19 48 Be It Remembered, That on this 3 - day of _ December before me. the under signed a Notary Public in and for said County and State, came William Kerns and his wife, Janie Kerns' writing, and duly acknowledged the execution of the same. to me personally known to be the same person β who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. End 39 1948 3 J. earl Notary Public. DOUGL 10. Harrid 9. Kick nolla. De Statistic de la company A State A MARKEN MARKET ST

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