

37143 BOOK 95

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture, Made this 13th day of December

A. D., 1948, between Harold C. Webber, and his wife Beryle Webber

of Lawrence in the County of Douglas and State of Kansas
of the first part, and The Jayhawk Federal Credit Union

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Two Thousand Two Hundred Eighty One and 00/100

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 2nd 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:

Lots Number Seventy (70) Seventy One (71) Eighty Eight (88)

Eighty Nine (89) and Ninety (90) in Addition 2 of North

Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Harold C. Webber and wife Beryle

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 no exceptions

This grant is intended as a mortgage to secure the payment of Two Thousand Two Hundred Eighty One & 00/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the said part 2nd of the second part to the

The Jayhawk Federal Credit Union

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 2nd of the second part its 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 2nd making such sale, on demand, to said parties of the first part or their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Harold C. Webber (SEAL)
Beryle Webber (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,

Douglas County, } ss.



Be It Remembered, That on the 13th day of December A. D. 1948

before me, Signe D. Stulwick, a Notary Public

in and for said County and State, came Harold C. Webber and

Beryle Webber 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

Oct 30

1950

Signe D. Stulwick Notary Public

Harold C. Beck, Register of Deeds
 Dorothy Webb, Deputy