

КОРТЕЖ

(No. 32 K)

BOOK 95

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

This Indenture, Made this 10th day of January, in the year of our Lord one thousand nine hundred and Forty-nine between George R. Allsman and Florence Pearl Allsman, his wife

of Kansas City in the County of Jackson and State of Missouri

part 108 of the first part, and The Lawrence National Bank, Lawrence, Kansas.

part y of the second part

Witnesseth, that the said part 108 of the first part, in consideration of the sum of FORTY FIVE HUNDRED & no/100. DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has ya sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Nos. Eighteen (18) and Nineteen (19),
in Broadedale, an Addition to the City of
Lawrence.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 1.00 of the first part 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

[illegible]

THIS GRANT is intended as a mortgage to secure the payment of the sum of
FORTY FIVE HUNDRED & no/100 * *

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10 day of January 1949, and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any tax with interest thereon as herein provided, in the event that said part 1.00 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void, such payments made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or if any lien, or the time or real estate is not paid, when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they now are, or if taxes are committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein contained shall become due and payable, and the same shall be immediately payable, and the same shall be immediately payable at the option of the holder hereof, assignee, or mortgagee, and it shall be lawful for the said holder, assignee, or mortgagee, to cause to be made, and to execute, a deed of the said premises and all the improvements thereon in the said premises by law and to have a receiver appointed to collect the rents and profits thereof; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount first unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said holder, assignee, or mortgagee to the said premises hereby granted, or any part thereof, in the manner prescribed by law.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 108 of the first part has VS hereunto set their hand & seal the day and year last above written.

-(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss

Be It Remembered, That on this 10th day of January A. D. 1949,
before me, a Notary Public in the aforesaid County and State,
came George R. Allsman & Florence Pearl Allsman,
his wife

to me personally known to be the same person, who executed the foregoing instrument 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.

Howard Croeman
Notary Public

A circular notary seal for Howard Wiseman, a Notary Public in Douglas County, Kansas. The seal features the name "HOWARD WISEMAN" at the top, "NOTARY PUBLIC" in the center, and "DOUGLAS COUNTY, KANS." at the bottom, all enclosed within a decorative border.

My Commission Expires **March 18th** 19 **50**

Harold A. Peak Register of Deeds
Barthel N. Shook, Deputy