201 37367 BOOK 95 MORTGAGE-Standard P F. L BOYLES, BA This Indenture, Made this llth ____ day of ____ February A. D. 19 49, between _ R.A. McManness and his wife, Mindia L. McManness of Lawrence _, in the County of Douglas and State of Kanses of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth, That the said part 108 of the first part, in consideration of the sum of Twenty Five Hundred and no/100 -----DOLLARS to them_duly paid, the receipt of which is hereby acknowledged, ha VO 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: Lot No. Twelve (12) in Block No. Twenty Six (26) in Sinclair's Addition, an Addition to the City of Lawrence. with all the appurtenances, and all the estate, title and interest of the said part 1es. of the first part therein. And the said _ parties of the first part. hereby covenant and agree that at the delivery hereof_ they ore the lawful owner gof do the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances This grant is infended as a mortgage to secure the payment of _____ Twenty Five Hundred and no/100____ Dollars, according to the terms of One certain note __this day executed and delivered by the said porties of the first part, to the said party of the second part _ eyance shall be void if such payments be made and his conveyance shall be void if 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 suid 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 parties of the first part, their demand, to said heirs and assigns hand Band seals the day and year first above written. Signed, Sealed and delivered in presence of (SEAL) mindia mc mannest (SEAL) 1 · (SEAL) STATE OF KANSAS SEAL Dougl ss County. A. D. 19 49 Be It Remembered, That on this 1.77 day of February V. MIL the undersigned a Notary Public before me. in and for said County and State, came . R.A. McHanness and his wife, TAR Mindia L. McManness to me personally known to be the same person Swho executed the foregoing instru-writing, and duly acknowledged the execution of, the same. 4 B WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on SCOUNT Kish U. Myep Notary Public. May 5, 1952 My commission expires_ 63 Trel 1

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