640 37569 BOOK 95 MONTOACK-F. L. BOYLES, Publisher of Land B This Indenture, Made this \_\_\_\_\_\_28th day of April A. D. 19 49, between \_ Nathan G. McGee and his wife, Freida M. McGee Lawrence 1 , in the County of Douglas and State of Kanana 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-to them duly paid, the receipt of which is hereby acknowledged, have \_\_\_\_\_\_sold and by these presents do \_\_\_\_\_\_ DOLLARS 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 Number One Hundred Twenty-nine (129) on Pennsylvania Street in the Mity of Lawrance. with all the appurtenances, and all the estate, title and interest of the said part 108. of the first part therein. And the said \_\_\_\_\_ parties of the first part hereby covenant and agree that at the delivery hereof\_\_\_\_\_ do\_\_\_\_ they are the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all \_the lawful owner 8 of incumbrances \_\_\_\_ This grant is intended as a morigage 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 parties of the first part to the said party of the second part \_\_\_\_ 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 convergance shall become absolute, and the whole amount shall become due and payable, and it shall be layful for the shall 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 In Witness Whereof, The said part 108 of the first part ha Ve hereunto set their hand8 and seal8 the day and year first above written. Signed, Sealed and delivered in presence of (SEAL mme CAPAL STATE OF KANSAS Douglas 86. \_County. (SEAL) Be It Remembered. That on this 29th day of April A. D 1949 the undersigned. before me. in and for said County and State, came Nethan G. Molee and his wife TAR Freida M. HcGee to me personally known to be the same person<sup>3</sup> wi who executed the foregoing instrument of UR WITNESS WHEREBOF, I have hereunto subscribed my name and affixed my official the day and year last above written. Rich U. Ryco- Notary Public. May 5, 1952 a expires . 1.5 TRek Register of 1