466

Reg. No. 6933
Fee Paid $11.75

37953 BOOK 95

MORTGAGE—Standard Form.

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

This Indenture,

Made this 11th day of May A. D. 19 49, between Carl E. Overstreet and his wife, Catherine Overstreet

of Lawrence, in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth. That the said parties of the first part, in consideration of the sum of Forty Seven Hundred Fifty and no/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 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:

Lots Nos. Fifty Five (55) and Fifty Seven (57) on New Hampshire Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Forty Seven 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

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 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 demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and delivered in presence of

Carl E. Overstreet (SEAL)
Catherine Overstreet (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, Douglas County, } ss.

Be It Remembered, That on this 11th day of May A. D. 19 49 before me, the undersigned a Notary Public in and for said County and State, came Carl E. Overstreet and his wife, Catherine Overstreet, to me personally known to be the same persons 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 May 5, 195-. Ruth C. Myers Notary Public.

RUTH V. MYERS NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

Recorded May 12, 1949 at 8:50 A. M. Harold R. Beck Register of Deeds.

[illegible] and in full, this instrument [illegible] and
[illegible] this 23rd day of June A.D. 1955
[illegible] Douglas County Building and Loan Association
By [illegible] Secretary.