

MORTGAGE—Standard Form.

(No. 52 A)

37978

BOOK 95

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

This Indenture,

Made this 16th day of May A. D. 1949 between Robert Junior Forbes and Vota Muriel Forbes, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Eugene Bruno

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three thousand 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 part Y of the second part his 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 Fifty-five (55) and the West one-half (W $\frac{1}{2}$) of Lot Fifty-six (56) in Breezedale, an addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first parties 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 Three Thousand and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said to the said part Y 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 payment, 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 Y of the second part, his 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 Y making such sale, on demand, to said first parties

heirs and assigns

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

Signed, Sealed and delivered in presence of

Robert Junior Forbes (SEAL)

Vota Muriel Forbes (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County,

Be It Remembered, That on this 16th day of May A. D. 1949 before me, the undersigned, a Notary Public

in and for said County and State, came Robert Junior Forbes and Vota Muriel Forbes, husband and 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 November 8, 1952.

Margaret D. Dineen Notary Public.



This mortgage is acknowledged before me by the parties herein named. The same is acknowledged before me by the parties herein named. The same is acknowledged before me by the parties herein named. As witnesses my hand this day 1949.

This release was written on the original mortgage. The same is acknowledged before me by the parties herein named. As witnesses my hand this day 1949.