

37987 BOOK 95
(No. 52 A)

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

MORTGAGE—Standard Form.

This Indenture,

Made this 6th day of May A. D. 1949, between Alma De Nio

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Henry Hoffman

of the second part.

Witnesseth, That the said part y of the first part, in consideration of the sum of Eight Thousand Seven Hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said party 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 Two (2), Block Twenty-Seven (27), in Quivira Place,
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 y of the first part therein. And the said first party, Alma De Nio, do hereby covenant and agree that at the delivery hereof she is 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

This grant is intended as a mortgage to secure the payment of Eight Thousand Seven Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Alma De Nio to the said part y of the second part, Henry Hoffman,

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 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 party, her

heirs and assigns

In Witness Whereof, The said part y of the first part has hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of Alma De Nio (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County,

Be It Remembered, That on this 6th day of May A. D. 1949

before me, the undersigned, a Notary Public

in and for said County and State, came Alma De Nio

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

Notary Public.



Handwritten signature: Harold A. Beck

Register

Handwritten signature: Harold A. Beck

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I, Alma De Nio, being hereunto set in full, this mortgage to Henry Hoffman, and the same hereby
 signed, delivered, and witnessed my hand this 6th day of May 1949.