177 33696 39679 BOOK 97 21 MORTGAGE-Standard P F. J. BOYLES, Publisher of Legal Blanks, Lewrence, Kanser This Indenture, Made this 19th _____ day of ______ December_____ A. D. 19 49, between ____ Hoy L. Smith and his wife, Mabel Smith 1 10 _, in the County of Douglas of Lawrence ___ and State of Kansag of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth, That the said part, 1es_of the first part, in consideration of the sum of e sum of Nine Hundred Fifty and no/100----- DOLLARS OLLARS to, them_duly paid, the receipt of which is hereby acknowledged, ha Ve_sold and by these presents do_____ grant, grant bargain, sell and Mortgage to the said party of the second part, its heirs and assigns forever. all that tract or parcel of parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot No. Twenty Six (26) on Ohio Street, in the City of Lewrence. (12) wrenge ige 19 aid ġ. THE ST with all the appurtenances, and all the estate, title and interest of the said part 105 of the first part therein therein And the said _____ parties of the first part hereby covenant and agree that at the delivery hereof the y are the lawful owners of do nerg of the premises above grantel, and seized of a good and indefeasible estate of inheritance therein, free and clear of all r of all incumbrances ____ ... This grant is intended as a mortgage to secure the payment of, Nine Hundred Fifty and no/100 Dollars, according to the terms of _____ one_certain _____ note ___ this day executed and delivered by the said be 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 kppt up thereon, then this conveyance shall be both aboutte, and the whole amount shall be boome fue and payable, and it shall be abrill for the said party of the second part, its successors and asigns at any time thereafter, to sell the premises hereby granded, or any part thereof, in-the manner presented by law; and out of all the moeps arising from such sale to retain the amount then due for principal and interest, the context in the costs and charges of making such sale, and the overplax, if any there be, shall be paid by the party making such sale, on s herein kept up for the reof, in nterest, sale, on demand, to said ______perties of the first pert, their heirs and assigns In Witness Whereof, The said part 108 of the first part ha ve hereunto set their hands and seals the day and year first above written. pour I Smith SEAL Signed, Sealed and delivered in presence of SEAL) (SEAL SEAL) (SEAL) SEAL) STATE OF KANSAS (SEAL) EAL) Douglas ____ County. County.) Bo It Remembered; That on this <u>2071</u> day of <u>December</u> A. D. 19. <u>49</u> before me______ the undersigned ______ a Notary Public 49 NV. MYC before me_______ The undersigned ______ a Notary Public in and for said County and State, came______ Roy L. Smith.and his wife; Viabal Smith. Public 11e Mabel Smith IN DOI 301170 to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. ent of 1211 al on Notary Public. blic his release written he original Dard a. Buck Register of Deeds the lien January Harstd a. Leek Borbaro Leber and the second second second second