5 40349 BOOK 98 MORTGAGE F. J. BOYLES, Publisher of Legal Blanks, Lev This Indenture, Made this 31 st day of March A. D. 19 50, between \_\_\_\_ Fred W.. Kahn and his wife, Opal H. Kahn of Lawrence Douglas . \_, in the County of \_ and State of \_\_ Kansas 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 Five Thousand 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: Lot No. Sixteen (16), in Bew's Addition, an Addition to the City of Lawrence, and The East 145 feet of the South 55 feet of Lot No. Fifteen (15) in Block No. Four (4), in South Lawrence, an addition to the City . of Lawrence. 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 they are the lawful owners of do 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 Five Thousand 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 thereol, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become abolute, and the whole amount shall become due and payable, and it, and it is lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, 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 demand, to said \_\_\_\_ heirs and assign In Witness Whereof, The said part 108 of the first part ha ve hereunto set \_\_\_\_\_ the ir\_\_\_\_ hand B and seal 8 the day and year first above written. redelillel (SEAL) Signed, Sealed and delivered in presence of Opal H. Kaline (SEAL) . (SEAL STATE OF KANSAS SEAL \_County. Douglas A.D 19 50 Be It Remembered. That on this fir before me. the undersigned at on this first day of \_\_\_\_ April John C. C. a Notary Public Si NDT AP in and for said County and State, came Fred W. Kahn and his wife, Opal H. Kahn to me personally known to be the same person 8 who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. CUPLIC 12 IN WITNESS WHEREOF. I have hereunto subscribed my name and affixed my official seal on the day and year last above written. 15 co. 11 the Office Notary Public. My commission expires January 13th, 1952 \_ Hardda Beek man were stranged by and a subscription to a subscription of the su States . and the second CHARLEN COLORS