

40739 BOOK 98

MORTGAGE-Standard Form.

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

**This Indenture,**Made this 29th day of May  
A. D. 19 50, between Pearl D. Hildebrand, an unmarried womanof 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 party of the first part, in consideration of the sum of Fifty Five Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell 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:

Beginning at a point 75 feet South of the intersection of the South line of Winthrop Street (now Seventh Street), with the West line of Illinois Street, thence West 117 feet, thence South 75 feet, thence East 117 feet, thence North 75 feet to the place of beginning, all in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do sell 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 Fifty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part, her

heirs and assigns.

In Witness Whereof, The said party 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:

Pearl D. Hildebrand (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County.Be It Remembered, That on this 31st day of May A. D. 19 50before me, the undersigned, a Notary Public in and for said County and State, came Pearl D. Hildebrand, an unmarried woman

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 January 13th, 1952John C. Evans Notary Public.Harold D. Beck Register of Deeds

Recorded June 1, 1950 at 9:25 A. M.

This mortgage was recorded on June 1, 1950 at 9:25 A. M. and the lien thereon was acknowledged on June 1, 1950 at 9:25 A. M. by Pearl D. Hildebrand, an unmarried woman, this 31st day of May, A. D. 1950. The Douglas County Building and Loan Association.

By Pearl D. Hildebrand, Secretary.