

42565 BOOK 99

MORTGAGE-Standard Form

(No. 52 A)

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

**This Indenture,**

Made this 1st day of June  
in the year of our Lord nineteen hundred Forty eight between  
Chester Barstad and Edith Barstad, husband and wife, as joint tenants  
with right of survivorship and not as tenants in common,  
of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Mrs. T. J. Ryan and Mr. T. J. Ryan  
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Thirty Five Hundred 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 parties of the second part, their 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:

The building and grounds described as follows: All that part of Lot  
No. Fourteen (14), in Addition No. 1, in that part of the City of  
Lawrence, known as North Lawrence, lying east of the public highway, less  
the East 79 feet thereof; and all that part of Lot No. Fifteen (15), in  
Addition No. 1, in that part of the City of Lawrence, known as North  
Lawrence, lying East of drainage ditch, less the East 79 feet thereof,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said parties of the first part  
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 Thirty Five Hundred 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 parties of the second part this indenture subject to a first mortgage  
now held on the above described premises by the Riverview State Bank  
of Kansas City, Kansas.

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 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 parties of the second part their 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 surplus, if there be any, shall be paid  
by the parties making such sale, on demand, to said parties of the first part  
their heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their hand and  
seal the day and year first above written.

Signed, sealed and delivered in presence of

Donald Hemminger

Chester Barstad (SEAL)

Edith Barstad (SEAL)

(SEAL)

STATE OF KANSAS,

County, Douglas

Be It Remembered, That on this 5 day of May A. D. 1950  
before me, Donald Hemminger, a Notary Public  
in and for said County and State, came Chester Barstad and Edith  
Barstad, his wife,

to me personally known to be the same persons 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 18 February 1953

Donald Hemminger  
Notary Public