

4326 BOOK 99

MORTGAGE - Standard Form.

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

This Indenture,

Made this 14th day of March
A. D. 1951 between Paul E. Kirkpatrick and his wife, Emeline Kirkpatrick

of 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 part 1st 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 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. One Hundred Fifty Five (155), the South 1/3 feet of
Lot No. One Hundred Fifty Eight (158) and the North 33 1/3 feet of
Lot No. One Hundred Sixty (160), all on Indiana Street, in the
City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 note 2 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 thereof, or interest thereon, 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their

heirs and assigns.
In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year above written.
Signed, Sealed and delivered in presence of Paul E. Kirkpatrick (SEAL)

(SEAL)
(SEAL)
STATE OF KANSAS
County of Douglas (SEAL)



Be It Remembered, That on this 14th day of March A. D. 1951 before me, the undersigned, a Notary Public in and for said County and State, came Paul E. Kirkpatrick and his wife, Emeline Kirkpatrick

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 May 1, 1952 Ray V. Mayo Notary Public.

Recorded March 15, 1951 at 3:10 P.M.

Walter A. Beck

Register of Deeds
Douglas County
Kansas
This file is
to be retained
in the
office of the
Register of Deeds
for the
County of Douglas
State of Kansas
for a period of
ten years from the
date of recording
hereof.

This is not a true and correct copy of the original as filed in the office of the Register of Deeds, Douglas County, Kansas, on March 15, 1951. The original is on file in the office of the Register of Deeds, Douglas County, Kansas.