

MORTGAGE

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This Indenture, Made this 28th day of August in the year of our Lord, One Thousand Nine Hundred and Fifty-one (1951), between Harold Boshle and Betty Jean Boshle, his wife, of in the County of Miami, and State of Kansas, of the first part and Frank Knoche, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Ten thousand, seven hundred fifty and 00/100 (\$10,750.00) 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, his heirs and assigns forever, all that tract or parcel of land situated in the County of Miami, and State of Kansas, described as follows, to-wit:

Lots Seven (7) and Eight (8) in Lindley Addition,
An addition to the City of Lawrence, and the East
Fifty-eight (58) feet of Lot Eight (8) and Nine
(9), in Block Eight (8), in Haskell Place, an
addition to the City of Lawrence, all in Douglas
County, Kansas;

with 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 thereof 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 payment of the sum of \$10,750.00

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 payment be made as herein specified. But if default be made in such payment, 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 shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; 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 parties making such sale, on demand, to the said parties of the first part their heirs or assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seals the day and year above written.

Signed and delivered in the presence of

Harold Boshle (SEAL)
Betty Jean Boshle (SEAL)

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