

45349 BOOK 101

MORTGAGE-Standard Form

(No. 52 A)

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

# This Indenture,

Made this 10th day of January

A. D. 1952, between Charles S. Warren and Anna F. Warren, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Martin W. Murphy

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Twenty-eight Hundred Dollars (\$2,800.00)

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 Douglas and State of Kansas, described as follows, to-wit:

The East 77 feet of Lots Eleven (11) and Twelve (12)  
in Block Seventeen (17) in Lane Place Addition, an  
Addition to the City of Lawrence,

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 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 Twenty-eight Hundred Dollars (\$2,800.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part and by its terms, payable in monthly installments of \$5000 each, beginning on February 10, 1952, with interest at the rate of eight per cent (8%) per annum.

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 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; 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 said parties of the first part

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Charles S. Warren (SEAL)

Anna F. Warren (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County ss.



Be It Remembered, That on this 10th day of January A. D. 1952

before me, the undersigned, a Notary Public

in and for said County and State, came Charles S. Warren and Anna F. Warren, his wife,

to me personally known to be the same person s 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 October 15, 1955

Notary Public

Recorded January 10, 1952 at 11:25 A. M.

Harold A. Beck, Register of Deeds

Release.  
The note herein described having been paid in full, this mortgage is  
hereby released, and the lien thereby created discharged. As witness  
my hand and seal this 10 day of Aug. 1956  
Blondine P. Warren

See Remittance See Book 101 Page 100.