

46.00 BOOK 101  
MORTGAGE

THIS INDENTURE, Made this 19th day of May, 1952, by and between V. J. Cramer and Lena Cramer, husband and wife, of Lecompton, Kansas, hereinafter referred to as parties of the first part, and Claude V. Overstreet, of 1245 Madison Street, Chicago, Illinois, hereinafter referred to as party of the second part;

WITNESSETH, that said parties of the first part, in consideration of the sum of Two Thousand Three Hundred Dollars (\$2,300.00) to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns forever, all that property described as follows:

Lots 41, 42, 43 and 44 in Block 20, in the City of Lecompton, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part and to his heirs and assigns forever; 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 encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all parties whomsoever:

PROVIDED, ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: The said parties of the first part are justly indebted to the said party of the second part in the sum of Two Thousand Three Hundred Dollars (\$2,300.00) of lawful money of the United States, being for a loan thereof made by the said party of the second part to said parties of the first part and payable according to the tenor and effect of one certain first mortgage real estate note executed and delivered by said parties of the