

47442 BOOK 102

MORTGAGE—Standard Form (No. 52 A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 6th. day of October

A. D., 19 52., between Howard E. Burnett and Barbara Burnett, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank Fox

of the second part.

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

One Thousand (\$1000.00) --- 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:

Beginning 466.6 feet North and 29.8 feet East of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence North 167.8 feet; thence East 300 feet, thence North 50 feet, thence West 300 feet, thence South 50 feet to the place of beginning, all in Douglas County, Kansas.

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 except one mortgage of Thirty-five Hundred (\$3500.00)

Dollars, recorded in Book 99, page 198, in Book of Mortgages.

This grant is intended as a mortgage to secure the payment of One Thousand (\$1000.00) --

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 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 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 party making such sale, on demand, to said parties of the first part

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

Howard E. Burnett (SEAL)
Barbara Burnett (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County, } ss.

Be It Remembered, That on this 6th. day of October A. D. 19 52

before me, the undersigned a Notary Public in and for said County and State, came Howard E. Burnett and Barbara Burnett, 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 July 31 1954

W. E. Flecker Notary Public



Recorded October 6, 1952 at 1:00 P. M.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. In witness my hand this 4th day of January, 1954

Frank Fox