

MORTGAGE

LOAN No. DR 12246

This Indenture, Made this 19th day of January A.D. 1953

between Philip Wizer and Margaret H. Wizer, his wife, in the State of Kansas, of the first part, and the Shawnee Federal Savings and Loan Association, a corporation, of Topeka, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED * * * * * DOLLARS, the receipt of which is hereby acknowledged, and any additional advances made by the mortgagee to the mortgagor, do they by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Shawnee and State of Kansas, to-wit:

The West One-Half (W 1/2) of the West Fractional One-Half (1/2) of the Southwest Fractional One-Fourth (1/4) of Section Twenty-Eight (28), Township Eleven (11), Range Eighteen (18), in Douglas County, Kansas; ALSO: Lot Seven (7), Section Twenty-Eight (28) and Lot Five (5) in Section Twenty-Nine (29), all in Township Eleven (11), Range Eighteen (18), plus present accretions thereto; ALSO: East Half (E 1/2) of the West Fractional One-Half (W 1/2) of the Southwest Fractional One-Fourth (1/4), Section Twenty-Eight (28), Township Eleven (11), Range Eighteen (18), all in Douglas County, Kansas; ALSO: An Undivided five-sixths interest in Lots One (1) and Two (2) and the South One-Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-Nine (29), Township Eleven (11), South of Range Eighteen (18), East of the 6th Principal Meridian, less Railroad Right-of-Way, Douglas County, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and/or to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of TWELVE THOUSAND FIVE HUNDRED * * * * * DOLLARS, with interest thereon, and such charges and additional advances, including money advanced for taxes, insurance and repairs as may become due to said party of the second part under the terms and conditions of the promissory note secured hereby, to be repaid under the terms and conditions of such promissory note.

NOW, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said promissory note, in accordance with the terms thereof, and any additional advances, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said promissory note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

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

Philip Wizer
Margaret H. Wizer

STATE OF KANSAS
COUNTY OF SHAWNEE } ss.

BE IT REMEMBERED, that on this 19th day of January, A.D. 1953 before me, the undersigned, a Notary Public in and for the County and State aforesaid came

Philip Wizer and Margaret H. Wizer, his wife, who are personally known to me to be the same person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

(SEAL) My Commission expires Jan 31, 1954

Carl V. Henry Notary Public

14a
January
20
Randy Black