

31505 BOOK 92

MORTGAGE—Standard Form

(No. 32A)

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

This Indenture, Made this 10th day of March
in the year of our Lord nineteen hundred forty seven between
John H. Foster and Alfreda I. Foster, his wife,
of Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank E. Banks

of the second part.
Witnesseth, That the said parties of the first part, in consideration of the sum of
Three Thousand and no/100 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 part y 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 Northeast quarter of the Southeast quarter
of Section Twenty (20), Township Twelve (12), Range
Nineteen (19), 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

This grant is intended as a mortgage to secure the payment of Three Thousand and no/100
Dollars, according to the terms of a certain note this day executed and delivered by the
said parties of the first part to the
said part y 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 part y 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 there be any, shall be paid
by the part y 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 seal the day and year first above written.
Signed, sealed and delivered in presence of

John H. Foster (SEAL)
Alfreda I. Foster (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

DOUGLAS County,

Be it Remembered, That on this 10th day of March A. D. 1947before me, C. B. Hosford a Notary Publicand for said County and State, came John H. Foster and Alfreda
I. Foster, his wifeto 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 June 26 1947C. B. Hosford
Notary PublicThis release
was written
on the original
mortgagethis 26th
of November
1947

Harold A. Beck

Reg. of Deeds Recorded March 11, 1947 at 11:45 A.M.

Margaret N. Shook
CountyHarold A. Beck Register of Deeds