

MORTGAGE—Standard Form

31904 BOOK 92
(No. 52A)

F. E. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

A. D., 1947, between: Irene F. Wagner and Walter S. Wagner, her husband

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Lydia Tidrow

Witnesseth That _____ of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000.00) ----- 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 her 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 Thirty-three (33) feet North and Two Hundred Ninety-three and 8/10 (293.8) feet West of the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Thirteen (13), Range Nineteen (19), thence North One Hundred Sixty-five (165) feet, thence West Two Hundred Forty (240) feet, thence South One Hundred Sixty-five (165) feet, thence East Two Hundred Forty (240) feet to the place of beginning.

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 \$2000.00, recorded on page 509 in Book No. 90 in the records of Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of Two Thousand (\$2000.00) -- 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

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 her 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 part Y 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of us,

June F. [Signature]

Signed, Sealed and delivered in presence of^(witnesses)

STATE OF KANSAS.

Douglas

Be It Remembered, That on this 7th day of April

before me, Frank Fox a Notary Public

in and for said County and State, came Irene F. Wagner and
Walter S. Wagner, her husband.

to me personally known to be the same person 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 7 19 48

Notary Public

Harold A. Bick ^{Agree} Registrar of Deeds
Helen J. Bowen ^{Barbara J. Bick} Deputy