

31934 BOOK 92

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 10th day of April

in the year of our Lord nineteen hundred forty seven

between

Modest T. Foster and Dorothy Foster, his wife

of Lawrence

in the County of

Douglas

and State of Kansas

of the first part, and C. E. Hosford

of the second part.

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

One 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 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:

The South 60 acres of the Southeast $\frac{1}{4}$ of Section 6,

Township 13 South Range 19 East of the 6th P.M.

Douglas County, Kansas, subject however to oil, gas,

and mineral reservation in deed recorded in Book

145, page 578, and right of way to Kansas Electric

Power Company recorded in Book 149, page 401.

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 One 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 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 there be any, 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 seal the day and year first above written.

Signed, sealed and delivered in presence of

Modest T. Foster
Dorothy C. Foster

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS

County,

Be it Remembered, That on this 10th day of April A.D. 19 47

before me, Melvina L. Witz, a Notary Public

in and for said County and State, came Modest T. Foster and

Dorothy Foster, 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

March 12 19 51

Melvina L. Witz

Notary Public



Recorded April 10, 1947 at 2:00 P.M.

Harold A. Beck

Register of Deeds

This note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, is discharged. As witness my hand, this 22nd day of December A.D. 1947.

C. E. Hosford

This release was written on the original mortgage

entered this 22 day of Dec 1947

Harold A. Beck Reg. of Deeds