

32037 BOOK 92

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture,

Made this 17th. day of April
A. D., 1947, between Edwin W. Howe and Eugenia U. Howe,, his wife

of Ottawa in the County of Franklin and State of Kansas
of the first part, and Lydia Tidrow

of the second part..

Witnesseth, That the said part of the first part, in consideration of the sum of Five Hundred (\$500.00.) ----- 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:

Lot No. Twelve (12) in Block No. Four (4), Haskel Place
an Addition to the City of Lawrence.

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 \$1000.00. recorded on page 234 in Mortgage Book No. 90 in the records of Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of Five Hundred (\$500.00)-- 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 Lydia Tidrow

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 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 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Edwin W. Howe (SEAL)
Eugenia U. Howe (SEAL)

STATE OF KANSAS,

Franklin County

Be It Remembered, That on this 19th. day of April A. D. 1947

before me, Mattie (Seal), a Notary Public
in and for said County and State, came Edwin W. Howe and
Eugenia U. Howe, 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 7, 1951

Mattie (Seal)
Notary Public

Notary Public

This release was written on the original mortgage

entered this 15 day of July 1947

Harold A. Beck, Recorded April 21, 1947 at 10:10 A.M.

Harold A. Beck, Deputy

Harold A. Beck, Register of Deeds.