

32095 BOOK 92

MORTGAGE—Standard Form

(No. 52A)

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

This Indenture,

Made this 18th day of April

in the year of our Lord nineteen hundred forty-seven

Between

Ruth Miller, a single woman, Fred Kahn and Catherine Kahn, husband and wife

of Tenganexis,

in the County of Leavenworth

and State of Kansas.

of the first part, and

Lemuel C. Evans,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twenty-five Hundred (\$2500.00) 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 part y of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Leavenworth and State of Kansas, described as follows to-wit:

Lots One (1) and Two (2), Block Twelve (12), Lane Place in the city of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Ruth F. Miller, a single woman, Fred Kahn and Catherine Kahn, husband and wife 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 what-so-ever

This grant is intended as a mortgage to secure the payment of Twenty-five Hundred (\$2500.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Ruth F. Miller, a single woman, Fred Kahn and Catherine Kahn, husband and wife to the said part y of the second part his heirs or assigns

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 any there be, shall be paid by the part making such sale, on demand, to said

heirs and assigns

In witness whereof, The said part ies of the first part have hereunto set their hands and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Ruth F. Miller (SEAL)
Fred Kahn (SEAL)
Catherine Kahn (SEAL)

STATE OF KANSAS

Leavenworth

County,

Be it Remembered, That on this 18th day of April

A. D. 1947

before me, M. E. Evans,

a Notary Public

In and for said County and State, came Ruth F. Miller, a single woman

Fred Kahn and Catherine Kahn, husband and wife

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 10-12-1950

M. E. Evans Notary Public.

This release was written on the original mortgage entered this 21 day of July 1947

Harold A. Beck
Reg. of Deeds

Recorded April 29, 1947 at 3:15 P.M.

Harold A. Beck

Register of Deeds