32118 BOOK 92 MORTGAGE Standar (No. 52A) F. J. Boyles, Publi This Indenture, Made this 4th day of April A.D., 19 47 , between Harry O. Westergren and Bessie Westergren his wife. of Lawrence in the County of Douglas and State of Kansas of the first part, and Thornton A. Hemphill of the second part: Witnesseth, That the said part les of the first part, in consideration of the sum of Twelve Hundred------ DOLLARS to them_duly paid, the receipt of which is hereby acknowledged, have_sold and by these presents do all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit: Beginning at a point in the East Line of Leonard Avenue 360 Feet North of the North line of 19th Street Produced East from the City of Lawrence; thence North 254 feet; thence East 500 Feet; thence South 254 Feet; Thence West 500 feet to Beginning., Being in the Northeast Quarter (1) Section Six (6), Township Thirteen (13) South Range Twenty (20) East of the Sixth Principal Meridian. with all the appurtenances, and all the estate, title and interest of the said part, ies 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 thear of all incumbrances Except a Wortgage of \$2.500.00 to Jesse L. Harris This grant is intended as a mortgage to secure the payment of ______ Twelve Hundred Dollars, according to the terms of one certain note this day executed and delivered by the Harry O. Westergren and Bessie Westergren his wife said to the said part J_____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 is shall be lawful for the said part <u>y</u> of the second part <u>his</u> 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 _____ Partyles of the first part. heirs and assigns _____of the first part ha ve___hereunto set _____their . In Witness Whereof, The said part ies_ hand S and seal S the day and year first above written. × HangelestergrensFAL) × Bespielweitergren, (SEAL) Signed, Sealed and delivered in presence of (SEAL) STATE OF KANSAS. (SEAL) -County (ss. Douglas Be 'It Remembered, That on this 30thday of April A. D. 19. 47 Ernest Klooz before me,, a Notary Public in and for said County and State, came Harry O. Westergren and VILTO Bessie Westergren, his wife, to me personally known to be the same personal gwho 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. Mooz mesh July 31st 19 48 My Commission Expires otary Public ed a Des note Rereinde and the lien there Celifts no lo. to