

32352 BOOK 92

MORTGAGE—Standard Form

(No. 22 A)

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

**This Indenture,**Made this 1st day of Junein the year of our Lord nineteen hundred forty-sevenLena Broeker and H. B. Broeker, her husband

between

of Lawrence in the County of Douglas and State of Kansasof the first part, and Ethel M. Swappay

of the second part.

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

Three thousand and no/100 DOLLARSto 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:Lot Number one hundred eleven (111) on Rhode Island Street  
in the City of Lawrence.with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first partiesdo 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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of Three thousand and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part y of the second partand 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 y making such sale, on demand, to said first partiestheir heirs and assignsIn witness whereof, The said part ies of the first part have se hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Lena Broeker (SEAL)H. B. Broeker (SEAL)

STATE OF KANSAS,

Douglas County, ss.Be it Remembered, That on this 1st day ofA. D. 1947before me, the undersignedin and for said County and State, came Lena Broeker and H. B. Broeker, 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 Comm. Expires

10/3

1948

Arthur S. Beck

Notary Public.

This return was written on the original mortgage entered this day of June 1947.