

32479 BOOK 92

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 17th day of December in the year of our Lord nineteen hundred forty six

Edna Kirkham and Scott D. Kirkham, her husband

of Clinton in the County of Douglas and State of Kansas
of the first part, and Ellwyn Robinson

of the second part.

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

South fifty (50) feet of Lots Seven, Eight and Nine, Block 23, City of Clinton, Douglas County, Kansas; the West fifty (50) feet of Lots Eleven and Twelve in Block 23, in the town of Clinton, according to the plat of said town now on file in the Office of the Register of Deeds of Douglas County, Kansas; Lots One to Ten both inclusive, less the South fifty (50) feet of Lots Seven, Eight and Nine, and the East 100 feet of Lots Eleven and Twelve all in Block 23, town of Clinton in Douglas County, Kansas. 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 Eight hundred 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 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 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 hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Mrs. Edna Kirkham (SEAL)
Scott D. Kirkham (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

DOUGLAS County,

Be it Remembered, That on this 17th day of December A. D. 1946

before me, C. B. Hosford, a Notary Public

in and for said County and State, came Edna Kirkham and Scott D.

Kirkham, her husband

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 June 26 1947

C. B. Hosford
Notary Public