

32788 BOOK 92

MORTGAGE—Standard Form

(No. 52A)

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

This Indenture, Made this 7th day of JulyA. D. 19 47, between Cletus Lehmann, a widower and single manof Lecompton in the County of Douglas and State of Kansasof the first part, and Lawrence Loan & Finance Company, Lawrence, Kansas.

Parties of the second part.

Witnesseth, That the said part y of the first part, in consideration of the sum of Thirteen Hundred Seventy-eight and No/100 - - - - - DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es grant, bargain, sell and Mortgage to the said part ies of the second part their 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:

All that tract of land described as Lot 12, the South $\frac{1}{2}$ of Lot 13 and all of Lot 11 lying North of a line drawn East and West through said lot, said line running across the center of a well on said Lot 11, at 1 in Block 40 in the City of Lecompton in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein.

And the said Cletus Lehmann

do es hereby covenant and agree that at the delivery hereof he is 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 no exceptions

This grant is intended as a mortgage to secure the payment of Thirteen Hundred Seventy-eight Dollars Dollars, according to the terms of one certain note this day executed and delivered by the said Cletus Lehmann to the said part ies 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 part ies of the second part their 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 Cletus Lehmann

his heirs and assigns

In Witness Whereof, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Cletus C. Lehmann (SEAL)
Cletus C. Lehmann (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

ss.

Be It Remembered, That on this 7th day of July A. D. 19 47

before me, D. O. Phelps, a Notary Public

in and for said County and State, came Cletus C. Lehmann

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 Jan 14 19 49

D. O. Phelps
Notary Public