

32951 BOOK 92

MORTGAGE - Standard Form

(No. 52A)

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

This Indenture,

Made this 26th day of July
A. D., 1947, between Joseph N. Raybern and Margaret E. Raybern, husband and wife

of Eudora in the County of Douglas and State of Kansas,
of the first part, and Lawrence Loan and Finance Company, Lawrence, Kansas,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Ten Hundred and Fifty-Nine and 60/100 ***** 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 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:

The South Half of Lots 8 and 13 and all of Lots 10 and 11, less the South 5 feet of said Lots 10 and 11, and all of Lots 9 and 12, all in Block 112 in the City of Eudora, Douglas County, 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 Joseph N. Raybern and Margaret E. Raybern, 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 --no exceptions

This grant is intended as a mortgage to secure the payment of One Thousand FiftyNine and 60/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Joseph N. Raybern and Margaret E. Raybern, husband and wife to the said part ies of the second part, their heirs and 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 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 ies making such sale, on demand, to said Joseph N. Raybern and Margaret E. Raybern, husband and wife, their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand s and seal s the day and year first above written.
Signed, Sealed and delivered in presence of

Joseph N Raybern (SEAL)
Mrs. Margaret E. Raybern (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County ss.



Be It Remembered, That on this 26th day of July, A. D. 19 47
before me, D. O. Phelps, a Notary Public
in and for said County and State, came Joseph N. Raybern and Margaret E. Raybern, husband and wife,

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 November 14 19 49

D. O. Phelps
Notary Public

Recorded July 25, 1947 at 3:35 P.M.

RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 18th day of November A. D. 1949
Lawrence Loan & Finance Co. by D. O. Phelps, Partner

Harold A. Beck

Register of Deeds.

This release was written on the original mortgage entered this 18th day of November 1949

Harold A. Beck
Register of Deeds