

33485

BOOK 92

MORTGAGE—Standard Form

(No 52 A)

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

This Indenture,

Made this 9th day of August

in the year of our Lord nineteen hundred Forty-Seven (47)

between

• Fritz Heider and Grace M. Heider, husband and wife

of Lawrence

in the County of Douglas

and State of Kansas

of the first part, and Dorothy Martin and Frances Stribic

of the second part.

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

One Thousand (\$1,000.00) ***** 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 parties 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:

/ Ohio Street,
Lots number nineteen (19) and twenty-one (21) in the Original
Townsite, City of Lawrence, Kansas; Also known as 505 Ohio
Street.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Fritz Heider and Grace M. Heider, 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 except a first mortgage of \$5,000.00 to The Lawrence Building
and Loan Association, Lawrence, Kansas

This grant is intended as a mortgage to secure the payment of the sum of One Thousand (\$1,000.00)
Dollars, according to the terms of a certain note this day executed and delivered by the
said Fritz Heider and Grace M. Heider, husband and wife to the
said parties of the second part Dorothy Martin and Frances Stribic

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
parties 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
parties making such sale, on demand, to said parties of the second part

heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their
hand and seals the day and year first above written.

Signed, sealed and delivered in presence of

Fritz Heider (SEAL)

Grace M. Heider (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 9th day of August A. D. 19 47

before me, Edwin J. Simmons a Notary Public

in and for said County and State, came Fritz Heider and
Grace M. Heider, husband and wife

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 April 26, 1950

My Commission Expires

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Edwin J. Simmons
Notary Public.



Recorded August 9, 1947 at 10:55 A.M.

Harold A. Beck Register of Deeds.

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 6th day of October A. D. 1949
John L. Foot, Jr. (Notary Seal) Dorothy R. Martin Frances F. Stribic
Notary Public, Boulder County, Colorado My Commission Expires June 21, 1952

This release
was written
on the original
mortgage
witnessed
this 11th day
of October
1949

Harold A. Beck
Reg. of Deeds
Deputy