

MORTGAGE-Standard Form.

33177
(No. 52 A)

BOOK 92

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

This Indenture,

Made this 20th day of August
A. D. 1947, between R. H. Rhodes and Edith M. Rhodes, his wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Eugene Brune

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twenty-five hundred and no/100-----DOLLARS to them 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 y 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:

South 50 feet of the East 181.2 feet, less the east 50 feet of Lot one, Block four, South Lawrence, 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 parties

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 to Sally C. Stowits dated March 7, 1946 and recorded in Book 89 of mortgages at page 188

This grant is intended as a mortgage to secure the payment of twenty five hundred Dollars, according to the terms of one certain note this day executed and delivered by the said first parties

to the said part y 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 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 parties

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and sealg the day and year first above written.

Signed, Sealed and delivered in presence of

R. H. Rhodes (SEAL)

Edith M. Rhodes (SEAL)

STATE OF KANSAS

DOUGLAS County,

Be It Remembered, That on this 20th day of August A. D. 1947

before me, the undersigned, a Notary Public

in and for said County and State, came R. H. Rhodes and Edith M.

Rhodes, his 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

July 1, 1951

John W. Beauf Notary Public.

This release was written on the original mortgage entered this 19 day of May 1951

Recorded August 20, 1947 at 4:35 P.M.

RELEASE

Harold A. Beck

Register of Deeds.

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 25th day of May 1951

Eugene Brune