

33218 BOOK 92

MORTGAGE—Standard Form

(No. 32 A)

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

**This Indenture,**Made this 22nd day of AugustA. D., 1947, between Wallace W. Austin and Ellafern Austin, husband and wife,of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Noble D. Messer and Margaret Messer, husband and wife, as  
joint tenants with right of survivorship and not as tenants in common.

of the second part.

**Witnesseth,** That the said parties of the first part, in consideration of the sum ofTWO THOUSAND SEVEN HUNDRED (\$2,700.00) DOLLARSto 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:Part of the Southeast Quarter of Section Thirty One (31), Township Twelve (12), Range  
Twenty (20), described as follows: Commencing at a point where the East line of  
Connecticut Street intersects the South line of Adams Street (now known as 14th Street) in  
the City of Lawrence, thence South along the East line of Connecticut Street 50 feet,  
thence East parallel with the South line of Adams Street and through the center of a well  
117 feet, thence North 50 feet, to the South line of Adams Street, thence West along the  
South side of Adams Street to beginning, in the City of Lawrence.

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

And the said Wallace W. Austin and Ellafern Austin, 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  
incumbrancesThis grant is intended as a mortgage to secure the payment of TWO THOUSAND SEVEN HUNDRED (\$2,700.00)  
Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the  
said Wallace W. Austin and Ellafern Austin, husband and wife, to the  
said parties of the second partand 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 Wallace W. Austin and Ellafern Austin, husband  
and wife or their  
heirs and assigns**In Witness Whereof,** The said parties of the first part have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Louis S. ParsonsWallace W. Austin (SEAL)Ellafern Austin (SEAL)

STATE OF KANSAS,

DOUGLAS

County, } ss.

**Be It Remembered,** That on this 22nd day of August A. D. 1947before me, Louis S. Parsons, a Notary Publicin and for said County and State, came Wallace W. Austin and Ellafern  
Austin, husband and wifeto 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 January 22 1951Louis S. Parsons Notary Public

Recorded August 25, 1947 at 8:35 A.M.

Noble D. Messer

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 8th day of July 1949  
Noble D. Messer Margaret Messer