

33230 BOOK 92

MORTGAGE - Standard Form

(No. 52B)

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

This Indenture, Made this 20th day of AugustA. D. 1947, between Julius H. Hornberger and Ida C. Hornberger his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and L.H. Emmett

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum ofTwo Thousand 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 party 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:The North one half (1/2) of the South West one Quarter of
Section Thirty Five (35), Township Thirteen (13), Range
Twenty (20), in Douglas County Kansas.with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part

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

This grant is intended as a mortgage to secure the payment of Two Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said Parties of the first part to the said party 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 party 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 party making such sale, on demand, to said parties of the first part

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

Julius H. Hornberger (SEAL)
Ida C. Hornberger (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,**Be It Remembered,** That on this 20 day of August A. D. 1947before me, the undersigned, a Notary Publicin and for said County and State, came Julius H. Hornberger andIda C. Hornberger his wife

to me personally known to be the same person who executed the within 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 26 1951C.B. Hunsford
Notary PublicThis release
was written
on the original
mortgage
entered
this 20 day
of March
1948Harold A. Beck
Reg. of DeedsHarold A. Beck
Register of Deeds

Recorded August 25, 1947 at 1:45 P.M.