

33250

BOOK 92

MORTGAGE-Standard Form

(No. 52B)

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

This Indenture,

Made this 20th day of August
A. D., 1947, between O. B. Cowser and Helen L. Cowser his wife

of L. Wrence in the County of Douglas and State of Kansas
of the first part, and H. W. Miskimen

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Thousand and no/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 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:

Beginning at a point 295 feet 2 inches West of the Northeast corner of the Northwest fractional 1/4 of Section 7, Township 13, Range 20; thence South parallel with 1/4 Section line 162 feet 7 inches; thence East parallel with Section line 132 feet 7 inches; thence North parallel to 1/4 Section line to the North line of Section 7, Township 13, Range 20; thence West on Section line to point of beginning, less 30 feet on the North for Public Road. Contains .405 acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 Six Thousand and no/100 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 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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

O. B. Cowser (SEAL)
Helen L. Cowser (SEAL)

STATE OF KANSAS,

DOUGLAS County,

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

before me, C. B. Hogford, a Notary Public

in and for said County and State, came O. B. Cowser

Cowser his wife

to me personally known to be the same persons 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 June 26, 1951

C. B. Hogford
Notary Public

Recorded August 26, 1947 at 1:35 P.M.

Harold A. Beck

Register of Deeds.

Handwritten note on right margin:
The note herein described, having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged.
Witness my hand this 20th day of September 1947.
H. W. Miskimen