

MORTGAGE - Standard Form

33261 BOOK 92

(No. 52B)

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# This Indenture,

Made this 26th day of August  
A. D., 1947, between Leonard Tarr and Dorothy H. Tarr, his wife

of 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 of  
Two 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:

Lot Nine (9) and the North one half of Lot Ten (10)  
in Block Three (3), Cranson's Subdivision of Block  
Fifteen (15) of Babcock's Enlarged Addition to the  
City of Lawrence, 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  
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 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

their 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

Leonard Tarr (SEAL)  
Dorothy H. Tarr (SEAL)  
(SEAL)  
(SEAL)