

33361 BOOK 92

MORTGAGE-Standard Form

(No. 52B)

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

This Indenture,

Made this 5th day of September
A. D., 1947, between H. Herbert Tuller, a single man

of Lawrence 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 part Y of the first part, in consideration of the sum of Forty five hundred and no/100 (\$4500.00) - - - - DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

Beginning at the Northeast corner of the Northwest fractional 1/4 of Section 7, Township 13, Range 20; thence West on Section line 162'-7"; thence South parallel to East line of Northwest fractional 1/4 of Section 7, Township 13, Range 20, 295'-2"; thence East parallel to North line of Section 7, Township 13, Range 20 to the East line of Northwest fractional 1/4 of Section 7, Township 13, Range 20; thence North on 1/4 Section line to point of beginning, less 30' on the North and East for Public Road. Contains .807 acres.

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

does hereby covenant and agree that at the delivery hereof he is 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 Forty five hundred and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said party 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 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 party of the first part

heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

H. Herbert Tuller

(SEAL)

STATE OF KANSAS,

DOUGLAS County,

Be It Remembered, That on this 5th day of September A. D. 1947

before me C. B. Hosford, a Notary Public in and for said County and State, came H. Herbert Tuller, a single man

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 June 26 1951

C. B. Hosford

Notary Public

Recorded September 5, 1947 at 1:50 P.M.

Harold A. Beck Register of Deeds.

Having received all int. & payments in full on this mortgage we hereby release it.

Henry W. Miskimen
Lucy E. Miskimen

July 31, 1951