

33410 BOOK 92

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture,Made this 9th day of SeptemberA. D., 19 47, between Henry E. Beers and Eunice M. Beers, husband and wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Lawrence Loan and Finance Company, Lawrence, Kansas

parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred and Sixty Four 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 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:

Being Lot Seven (7), Block One (1), in Belmont Addition to Lawrence, as surveyed, platted and recorded.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Henry E. Beers and Eunice M. Beers, 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 incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of Four Hundred Sixty Four and no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Henry E. Beers and Eunice M. Beers, husband and wife to the said part ies of the second part their heirs, successors and assigns

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 ies 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 part ies making such sale, on demand, to said Henry E. Beers and Eunice M. Beers, husband and wife, their heirs and assigns

In Witness Whereof, The said part ies 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

Henry E. Beers (SEAL)
Eunice M. Beers (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Wyanette County ss.**Be It Remembered,** That on this 9th day of September A. D. 1947before me, Charlotte M. Alister a Notary Publicin and for said County and State, came Henry E. Beers and Eunice M. Beers

to 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 July 2 19 50Charlotte M. Alister
Notary Public

Recorded September 10, 1947 at 10:35 P.M.

RELEASE

Harold M. Beck Register of Deeds.

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 17th day of January A. D. 1951.

Lawrence Loan & Finance Co.
E. Rice Phelps
Mgr. Partner