

30716 BOOK 89

MORTGAGE-Standard Form

(No. 52A)

P. J. ... Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 14th day of Novemberin the year of our Lord nineteen hundred forty-six

between

Gerald M. Hoffecker and Belle Hoffecker, husband and wifeof Lawrence in the County of Douglas and State of Kansasof the first part, and Eugene Brune

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred and no/100 - - - - - 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:Lot 159 in Block 54 in West Lawrence, in 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 first partiesdo 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 Five Hundred and no/100 - - - Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties 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 second party his heirs and assignsIn witness whereof, The said parties of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County,) ss.Be it Remembered, That on this 14th day of November A. D. 1946before me, the undersigned, a Notary Publicin and for said County and State, came Gerald M. Hoffecker and Belle Hoffecker, husband and wife to me personally known to be the same person 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.

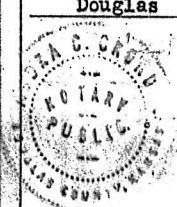
My Commission Expires October 3, 1949

Notary Public.

Deputy
 Reg. of Deeds
 1947
 of
 1947
 day
 of
 1947
 This is a true and correct copy of the original as the same was presented to me for recording.

The note being recorded having been paid in full, the mortgage being hereby released and the same struck.
 Entered and acknowledged.
 As witness my hand, this 13th day of October, 1947.

Eugene Brune



Harold A. Beck