

Reg. No. 5:58
Fee Paid \$1.00

30728 BOOK 89

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 2nd day of Decemberin the year of our Lord nineteen hundred forty six betweenRussell C. Mills and Margaret Mills, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and C. B. Hosford

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Hundred 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 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 Southeast corner of Section Thirty five (35), Township Twelve (12), Range Nineteen (19), thence West along the South line of said Section, Forty (40) rods, thence North parallel with the East line of said section Twenty (20) rods, thence East parallel with the South line of said section Forty (40) rods to the East line of said section, thence South along the East line of said section Twenty (20) rods to the point of beginning.

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

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 Four hundred 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 part y 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 there be any, shall be paid by the part y making such sale, on demand, to said parties of the first part

heirs and assigns

In witness whereof, The said part ies 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

Margaret M. Mills (SEAL)Russell C. Mills (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS County,Be it Remembered, That on this 2nd day of December A. D. 1946before me, Hope H. Reynolds, a Notary Publicin and for said County and State, came Russell C. Mills andMargaret Mills, his wifeto me personally known to be the same person s 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 June 26 1950Hope H. Reynolds Notary Public

Recorded December 5, 1946 at 1:35 P.M.

Register of Deeds.