

30904 B OOK 89

MORTGAGE—Standard Form.

(No. 52 A)

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

This Indenture, Made this 17th day of DecemberA. D. 1946, between Eugenia U. Howe and Edwin W. Howe, her husband

of Lawrence, in the County of Douglas and State of Kansas
 of the first part, and J. M. Clevenger or Valentine Clevenger, his wife, as joint
tenants and not as tenants in common, with right of survivorship
 of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
TWO THOUSAND TWO HUNDRED AND no/100 DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, has ss sold and by these presents do ss grant,
 bargain, sell and Mortgage to the said part ies 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:

Lot Numbered Sixteen (16)in Block Seven (7) SouthLawrence, in the City ofLawrence

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 Two Thousand Two Hundred and no/100
 Dollars, according to the terms of a certain Promissory note this day executed and delivered by the said
parties of the first part

to the said part ies 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 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 parties of the first part

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

Eugenia U. Howe (SEAL)
Edwin W. Howe (SEAL)

STATE OF KANSAS

FRANKLIN County, ss.Be It Remembered, That on this 19th day of December A. D. 1946

before me, H. E. BURNS, a Notary Public
 in and for said County and State, came Eugenia U. Howe and Edwin W.
Howe, her husband

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 August 18th, 1950H. E. Burns Notary Public.