Paid \$7.50 31487 BOOK 90 MORTGAGE-Standard F (No. 52 B) F. J. Boyles, Publisher of Legal Bhanks, Lawrence, Kan. This Indenture, Made this 26th ____day of ____February 0 in the year of our Lord nineteen hundred and Forty-seven between John C. Maloncy and Lola A: Maloney, his wife Lawrence in the County of Douglas and State of Kansas of the first part, and Mildred M. Dunigan of the second part, Mitnessetb, That the said part ies of the first part, in consideration of the sum of Three Thousand 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 ____ her___ heirs and assigns forever, all that tract or parcel of land situated in the County of _____ Douglas State of Kansas, described as follows, to-wit: The South Fifty-three and one-third (53 1/3) Acres of the Southwest Quarter (SW2) of Section Twenty-four (24), Township Thirteen (13) South, Hange Mineteen (19) East of the Sixth Principal Meridian. · AND The Northwest Quarter (NN1) of the Northeast Quarter (NE1) of Section Twenty-six (26) Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian less tract of about one and one-fourth (14) Acres for school purposes. with all the appurtenances, and all the estate, title and interest of the said part is _____ 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 owners 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 the sum of Three Thousand and no/100. Dollars, according to the terms of one 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 ... her executiors, administrators and assigns, at any, time thereafter to sell the premises hereby granted, or any part thereof, in the manner pre-crited 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 cost and charges of making such sale, and the overplus, if any there be shall be paid by the part. parties of the first paft heirs and assigns In witness whereof, 'The said part ies _____ of the first part ha ve hereunto set _____ their hand s and seal s the day and year first above written. this C. Malory (SEAL) ⁶ Signed, sealed and delivered in presence of STATE OF KANSAS, Douglas SS. ******** County, Be it Remembered. That on this 26th day of February before me Harold A. Beck, Registor of Deeds 00 A. D. 19.47 14/4 AAAA PAPAA :.+ 19 in and for said County and State, came John C, Maloney and Lola A. Maloney, his wife to me personally known to be the same person 5 who executed the foregoing inversion of writing and day acknowledged the execution of the same. AN WITNESS WHEREOF, I have hereunto subscribed my uame and affixed my official seal on the day and year last above writen. -#-10:597 0/