

31246 BOOK 91

MORTGAGE—Standard Form

(No. 52A)

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

# This Indenture,

Made this 28th day of January

A. D., 1947, between

Francis Kennedy and Olive Kennedy, his wife

of Richland

in the County of Douglas

and State of Kansas

of the first part, and

The First National Bank, Overbrook Kansas.

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand DOLLARS to duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain, sell and Mortgage to the said part of the second part 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: 3

The East Half of the East Half of the Northwest Quarter,  
of Section (25), Township (13), Range (17), containing 40 acres  
more or less in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Francis Kennedy and Olive Kennedy, his 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

This grant is intended as a mortgage to secure the payment of \$1000.00 Dollars, according to the terms of a certain Note this day executed and delivered by the said Francis Kennedy and Olive Kennedy, his wife 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 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 Y making such sale, on demand, to said 1st parties

their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ye hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Francis Kennedy (SEAL)  
Olive Kennedy (SEAL)

STATE OF KANSAS,

Osage County

Be It Remembered, That on this 28th day of January A. D. 1947 before me, C. J. Cordts a Notary Public

in and for said County and State, came

Francis Kennedy and Olive Kennedy, his wife

to me personally known to be the same person 3 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 Feb 2nd 1949

C. J. Cordts  
Notary Public

Recorded January 29, 1947 at 11:25 A.M. RELEASE  
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 16th day of June A. D. 1955  
Attest: C. J. Price Asst. Cashier  
(Corp. Seal) John M. Corste, Cashier

Register of Deeds