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BOOK 93

MORTGAGE—Standard Form

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

This Indenture, Made this 29th day of SeptemberA. D. 1947, between John W. Hess and his wife, Effie L. Hessof Lawrence in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Hundred and Seventy-five and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged: ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, its 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:

All of that portion of the following described tract lying East of the Railroad Right of Way: Beginning on the Quarter Section line at a point 522 feet North of the South East corner of the North West Fraction Quarter of Section Nineteen (19), Township Twelve (12), Range Twenty (20), thence North 498 feet, thence West 557 feet to Railroad Right of Way, thence 100 feet across railroad Right of Way, thence West to the Kansas River, thence in a southerly direction along the river bank to a place due West of the place of beginning, thence East 225 feet to Railroad Right of Way, thence 100 feet across railroad Right of Way, thence East 589 feet to place of beginning, containing 9.57 acres, more or less, less the 34/100 acre Railroad right of way shown in Book 71, Page 571.

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 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 Two Hundred and Seventy-five & 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 party of the second part.

and this conveyance shall be void if such payments be made as heretofore 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, its successors 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 parties of the first part, their

heirs and assigns.
In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of

John W. HessEffie L. Hess

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County

ss.

(SEAL)



Be It Remembered, That on this 29th day of October A. D. 1947 before me the undersigned a Notary Public in and for said County and State came John W. Hess and his wife, Effie L. Hess

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 May 5, 1948Paul R. Dyer

Notary Public.