

33790 BOOK 93

MORTGAGE - Standard Form

(No. 32 A)

F. J. Boyer, Publisher at Local Blank, Lawrence, Kansas

This Indenture,

Made this 21st day of October

A. D. 1947, between Clarence S. Lincoln and E. Margorie Lincoln, husband and wife.

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Noble D. Messer and Margaret Messer, husband and wife, as joint
tenants with right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of

FOUR THOUSAND TWO HUNDRED (\$4,200.00)

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 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 No. One (1), less the West 85.5 feet thereof, also less the South 15 feet
of said Lot No. One (1), B. F. Smith's Subdivision of Lots Nos. Sixteen (16),
Seventeen (17), Eighteen (18) and Nineteen (19), in Block No. Fifteen (15),
Babcock's Enlarged Addition to the City of Lawrence, and of Lots Nos. Twelve
(12) and Thirteen (13) in Block No. Three (3) of Cranson's Subdivision of Block
No. Fifteen (15), Babcock's Enlarged Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Clarence S. Lincoln and E. Margorie Lincoln, husband and 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 FOUR THOUSAND TWO HUNDRED (\$4,200.00) —
Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the
said Clarence S. Lincoln and E. Margorie Lincoln, husband and wife 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 Clarence S. Lincoln and E. Margorie Lincoln,
husband and wife or 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

Clarence S. Lincoln (SEAL)
E. Margorie Lincoln (SEAL)

STATE OF KANSAS,

DOUGLAS

County,

Be It Remembered, That on this 21st day of October A. D. 1947

before me, Louis S. Parsons, a Notary Public
in and for said County and State, came Clarence S. Lincoln and
E. Margorie Lincoln, husband and wife,

to me personally known to be the said 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.

Louis S. Parsons Notary Public

My Commission expires January 22 1951



Recorded October 21, 1947 at 1:26 P.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 7th day of August 1948.
Noble D. Messer
Margaret Messer
G. B. Herbit