

33599 Book 93

MORTGAGE Standard Form

(No. 32A)

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

This Indenture,Made this 3rd day of November
A. D., 19 47, between Claude V. Morris and Dorothy A. Morris, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Stanley E. Fagerberg

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred 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 this 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:

Lots 5, 16 & 17, Block 183, City of Ludora

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the 1st 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 Twenty Five Hundred Dollars, according to the terms of one certain promissory 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 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 surplus, 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Claude V. Morris (SEAL)Dorothy A. Morris (SEAL)

STATE OF KANSAS,

Douglas County**Be It Remembered,** That on this 3rd day of November A. D. 19 47

before me, the undersigned, a Notary Public in and for said County and State, came Claude V. Morris and Dorothy A. Morris, his wife

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 Nov 22 19 50Marie L. Johnson
Notary Public

The note herein described, having been paid in full, this mortgage is hereby released, and the land hereby mortgaged released and returned to the said Claude V. Morris and Dorothy A. Morris. Stanley E. Fagerberg