

MORTGAGE - Standard Form

34974

BOOK 93

(No. 5218)

F. J. Boyle, Publisher of Legal Blanks, Kansas City, Mo.

This Indenture,

Made this 1st day of March

A.D. 1947 between Harry F. Sutton and Doris M. Sutton, husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Hattie A. Stevanis

of the second part.

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

Twenty Seven 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 party of the second part, her 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:

The North (1) of the South East Quarter of Section One (1) of Township Fifteen (15), Range Nineteen (19), in Douglas County, Kansas.

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 first 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 Seven Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Harry F. Sutton and Doris M. Sutton to the said party 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 party of the second part, her 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 party of the first part making such sale, on demand, to said

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

Harry F. Sutton
Doris M. Sutton.

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County,

Be It Remembered, That on this 1st day of March A.D. 1947

before me, G. B. Butall, a Notary Public

in and for said County and State, came Harry F. Sutton

and Doris M. Sutton, husband and wife

to me personally known to be the same persons who executed the within 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 Sept. 4, 1948

G. B. Butall
Notary Public

Recorded December 1, 1947 at 11:35 A.M.

Hattie A. Beck

Register of Deeds.

This is a true and correct copy of the original as the same was filed in the office of the Register of Deeds of Douglas County, Kansas, on the 1st day of December, 1947, at 11:35 A.M.

Hattie A. Stevanis