

34220 BOOK 93

MORTGAGE Standard Form

(No. 52B)

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

This Indenture,

Made this 22nd day of December A. D. 1947, between Modest T. Foster and Dorothy Foster, his wife

of Lawrence in the County of Douglas and State of Kansas of the first part; and C. B. Mosford of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand and no/100 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 his 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 South 60 acres of the Southeast 1/4 of Section 6, Township 13, South Range 19 East of the 6th P.M. Douglas County, Kansas subject however to oil, gas, and mineral reservation in deed recorded in Book 145, page 579, and right of way to Kansas Electric Power Company recorded in Book 149, page 401.

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 Two Thousand and no/100 Dollars, according to the terms of a certain 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 his 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 parties of the first part heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand S and seal the day and year first above written.

Signed, Sealed and delivered in presence of Mildred L. Vetz

Modest T. Foster (SEAL)
Dorothy Foster (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 22nd day of December A. D. 1947 before me Mildred L. Vetz a Notary Public in and for said County and State, came Modest T. Foster and Dorothy Foster, his wife

to me personally known to be the same person 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 March 12 1951

Mildred L. Vetz Notary Public

Recorded December 22, 1947 at 2:45 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 13th day of March A.D. 1957

Attest: Geo. Dunkley

Mary Maud Smelser.

Harold A. Beck

Register of Deeds

15th March 1957
Harold A. Beck
Marie Wilson