

MORTGAGE-Standard Form

34426 BOOK 93
(No. 52B)

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

This Indenture,

Made this 19th day of January
A. D. 1948, between Elmer E. McKinney and Fern McKinney, his wife

of Wellsville in the County of Franklin and State of Kansas
of the first part, and Albert Miller

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Seventeen Hundred Fifty & 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 2nd 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:

Beginning at a point 80.1 feet East of the Southwest corner
of the Southwest Quarter of Section Three (3), Township
Fifteen (15), Range Twenty one (21), thence parallel
with the Right of Way of Highway No. 50, 208 feet, thence
North 208 feet thence West 208 feet, thence South 208 feet
to place of beginning, containing one acre, more or less, in
Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 whatsoever

This grant is intended as a mortgage to secure the payment of Seventeen Hundred Fifty & No/1000
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 part 2nd of the second part with interest at the rate of six percent per annum

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 2nd 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 2nd making such sale, on demand, to said parties of the first part

In Witness Whereof, The said part 1st of the first part have hereunto set their
hand and seals the day and year first above written.
Signed, Sealed and delivered in presence of Elmer E. McKinney (SEAL)



STATE OF KANSAS,
Franklin County,
Be It Remembered, That on this 19th day of January A. D. 1948
before me, H. E. DeFar, a Notary Public
in and for said County and State, came
Elmer McKinney and
Fern McKinney, 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.
February 12th 1949 Notary Public

Vertical text on the right margin, likely a recording or filing note.