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BOOK 94,

MORTGAGE-Standard Form

(No. 52 A)

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

**This Indenture,**Made this 16 day of MarchA. D. 19 48, between Aubrey Hagerman and Betty J. Hagerman, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
 of the first part, and Eugene A. Stephenson and C. Florence Stephenson, his wife, as joint  
tenants with right of survivorship and not as tenants in common,

of the second part.

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

TWO THOUSAND NINE HUNDRED 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 parties 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:

The North Half of the Southwest Quarter  
of Section 35, Township 13, Range 20, 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 owners 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 Nine Hundred and no/100 --  
 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 parties 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 parties 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 100 making such sale, on demand, to said parties of the first part

their heirs and assigns

In Witness Whereof, The said parties 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

Betty J. Hagerman (SEAL)  
Aubrey Hagerman (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 16 day of March A. D. 19 48before me, the undersigned a Notary Public

in and for said County and State/ came Aubrey Hagerman and Betty J.  
Hagerman, 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 hereupon subscribed my name and affixed my official seal on  
 the day and year last above written.

My Commission expires

19 49

Notary Public