

34982 BOOK 94

MORTGAGE - Standard Form

(No. 32B)

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

**This Indenture,** Made this 2nd day of AprilA. D. 1948, between Roger W. Evans and Mary M. Evans his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and D. H. Barrett

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four Thousand and no/100 DOLLARSto 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 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 Forty (40) feet of Lot one hundred seven (107)  
on Rhode Island Street in the City of Lawrence, 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 \$4000.00 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 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 his executor, 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 their heirs and assigns.

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

Signed, Sealed and delivered in presence of

Roger W. Evans (SEAL)  
Mary M. Evans (SEAL)

STATE OF KANSAS,

Douglas County,Be It Remembered, That on this 2 day of April A. D. 1948before me, the undersigned, a Notary Publicin and for said County and State, came Roger W. Evans and MaryM. Evans 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 June 26 19 57C. B. Harp Notary Public

Recorded April 2, 1948 at 2:28 P.M.

Harold A. Burt Register of Deeds.

The premises described, having been paid in full, this mortgage is hereby released, and the lien thereon created, discharged. Attest my seal, this 2nd day of April A. D. 1948

D. H. Barrett