

35225 BOOK 94

MORTGAGE-Standard Form.

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

This Indenture,Made this 23rd day of April
A. D. 1948, between Loren A. Guffin and his wife, Margaret Guffinof Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.Witnesseth, That the said part ies of the first part, in consideration of the sum of
Five Thousand and no/100-----DOLLARSto them duly paid, the receipt of which is hereby acknowledged, have ve sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, its 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 38 rods East of the Northwest corner of the South West Quarter of the South East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence South 20 rods, thence east to the right of way of the Atchison, Topeka and Santa Fe Railway Company, thence Northeasterly along said right of way to the North line of the South Half of the said South East Quarter, thence West to place of beginning, containing five and one half acres, less the South two acres of said tract.with all the appurtenances, and all the estate, title and interest of the said part ies 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Five Thousand and no/100----- 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 party of the second partand 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, its successors 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 making such sale, on demand, to said parties of the first part, theirIn Witness Whereof, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence ofLoren A. Guffin (SEAL)
Margaret A. Guffin (SEAL)STATE OF KANSAS
Douglas County, ss.Be It Remembered, That on this 30th day of April A. D. 1948
before me, the undersigned, a Notary Publicin and for said County and State, came Loren A. Guffin and his wife, Margaret Guffin

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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Dec 31 1948 Pearl Emick Notary Public.

Filed May 3, 1948 at 8:35 A. M.

Harold A. Beck Registrar of Deeds.Witness my hand and seal this 3rd day of May, 1948, at Lawrence, Kansas.
The Douglas County Building and Loan Association
by John A. Beck, its agent