

35268 BOOK 94

MORTGAGE - Standard Form

(No. 52A)

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

This Indenture,Made this Fifth day of MayA. D. 1948 between Eugene L. Deane and Beris Ruth Deane, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Mrs. E. C. Buchler

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Two 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 Y of the second part her 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:

Lot Forty eight (Lot 48) on Rhode Island Street, in the City of Lawrence 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 Eugene L. Deane and Beris Ruth Deane, his wife 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 Twenty Two Hundred Fifty & No/100 Dollars, according to the terms of one certain Premissary Note, this day executed and delivered by the said Eugene L. Deane and Beris Ruth Deane, his wife 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 her 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 Eugene L. Deane and Beris Ruth Deane, his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.
Signed, Sealed and delivered in presence of

Eugene L. Deane (SEAL)
Beris Ruth Deane (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

Be It Remembered, That on this 5th day of May A. D. 1948 before me, Ralph H. Cain, a Notary Public in and for said County and State, came Eugene L. Deane and Beris Ruth Deane, his wife

to me personally known to be the same person as 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 August 26, 1950

Ralph H. Cain Notary Public

Harold A. Beck Register of Deeds.

Donahy M. Shank Deputy
Created, Recorded. As Witness by hand, this 12th day of January A. D. 1951 Mrs. E. C. Buchler