

Reg. No. 6258
Fee Paid \$5.50

35268 BOOK 94

MORTGAGE-Standard Form

(No. 32A)

T. J. Boyer, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this Fifth day of MayA. D., 1948, between Eugene L. Deane and Beris Ruth Deane, his wife

of 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, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said party 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

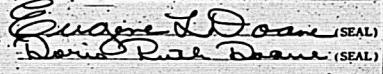
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eugene L. Deane and Beris Ruth Deane, his wife do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and seized of 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 Premissery note this day executed and delivered by the said Eugene L. Deane and Beris Ruth Deane, his wife to the said party 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 party Y of the second part to sue 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 ha ve herunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of



(SEAL)

STATE OF KANSAS,
Douglas County

(SEAL)



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.



Notary Public

My Commission Expires August 26, 1950

Received May 7, 1948 at 11:00 A. M. "  Register of Deeds.
The note herein described, having been paid in full, this 12th day of January A. D. 1951 Mrs. E. C. Buchler
Dorothy K. Shadley, Deputy
Mrs. E. C. Buchler