

35309

BOB. 94

MORTGAGE—Standard Form.

(No. 52 A)

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

**This Indenture,**Made this 11th day of MayA. D. 1948, between Arthur W. Keller and Margie L. Keller, husband and wifeof Kansas, in the County of Franklin and State of Kansas  
of the first part, and Dist. Ct. Clerk of said County of the Survivor of them

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Ten thousand and no/100 (\$10,000.00) 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 2d of the second part heirs and assigns forever, all that tract or parcel of land situated in the County of Kansas and State of Kansas, described as follows, to-wit:

Lot 35 on West 34th Street, in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 whatsoever.

This grant is intended as a mortgage to secure the payment of Ten thousand and no/100 (\$10,000.00) Dollars, according to the terms of a certain First Mortgage this day executed and delivered by the said Parties of the first part to the said part 2d 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 2d 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 1st making such sale, on demand, to said Parties of the first part.

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Arthur W. Keller (SEAL)

Margie L. Keller (SEAL)

STATE OF KANSAS

Franklin County,

Be It Remembered, That on this 11th day of May A. D. 1948 before me, W. B. DeVillbiss a Notary Public

in and for said County and State, came Arthur W. Keller and Margie L. Keller, 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 20, 1951

W. B. DeVillbiss Notary Public.



Harold A. Beck Register of Deeds.  
This mortgage is hereby released, and the lien thereon is hereby released, on the day of August 1950 at Lawrence, Kansas.